



**RICHLAND COUNTY COUNCIL
REGULAR SESSION AGENDA**

**OCTOBER 1, 2013
6:00 PM**

CALL TO ORDER THE HONORABLE KELVIN E. WASHINGTON, SR., CHAIR

INVOCATION THE HONORABLE JULIE-ANN DIXON

PLEDGE OF ALLEGIANCE THE HONORABLE JULIE-ANN DIXON

Approval Of Minutes

1. Regular Session: September 17, 2013 [PAGES 8-18]
2. Zoning Public Hearing: September 24, 2013 [PAGES 9-22]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

3. a. Northwest Sewer Litigation Update
- b. Carolina Walk/Serrus Litigation Update
- c. Brown/O'Neal Litigation Update

Citizen's Input

4. For Items on the Agenda Not Requiring a Public Hearing

Report Of The County Administrator

5. UPDATE: An Ordinance Authorizing the Issuance and Sale of not to exceed \$17,200,000 General Obligation Bonds, Series 2013B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; Delegating to the County Administrator certain authority related to the bonds; Providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto

Report Of The Clerk Of Council

6. a. York County Sales Tax Program Site Visit, October 11th
Depart from Administration Bldg. at 9:00 a.m.
 - b. REMINDER: Neighborhood Planning Conference, October 12th, 8:00 a.m. to 2:30 p.m.,
Columbia Metropolitan Convention Center

Report Of The Chairman

7. a. ComingSoonSC Council Ad
 - b. Planning Commission - Letter re: Appointee's Absences
 - c. Internal Audit Update: Council Work Session
 - d. Personnel Matter

Presentations

8. a. "The Sustainers: Builders and Preservers of Civil Rights Sites in the United States Event" -
Catherine Bruce

Open/Close Public Hearings

9. a. An Ordinance Amending the Fiscal Year 2013-2014 Hospitality Tax Budget to appropriate \$517,000 of Hospitality Tax Unassigned Fund Balance for feasibility studies (\$420,000), Olive Branch Network (\$50,000), and Capital City Classic (\$47,000)
 - b. An Ordinance Amending the Fiscal Year 2013-2014 General Fund Budget to Add Six School Resource Officer Positions for Sheriff's - SRO School District 5
 - c. Authorizing and Providing for the creation of the Lower Richland Sewer System and for the issuance of Lower Richland Sewer System Improvement Revenue Bonds for Richland County, South Carolina; prescribing the form of bonds; limiting the payment of the bonds solely to the new revenues derived from the operation of the Sewer System and pledging the revenues to such payment; creating certain funds and providing for payments into such funds; and making other covenants and agreements in connection with the foregoing
 - d. Authorizing and Providing for the Issuance of a Sewer System Improvement Revenue Bond Anticipation Note, Series 2013 (Lower Richland Sewer System Project Phase I), or such other appropriate series designation of Richland County, South Carolina, in an amount not to exceed \$9,359,000; Authorizing the County Administrator to determine certain matters relating to the Note; Providing for form and details of the Note; Providing of the payment of the Note; Providing for the disposition of the proceeds thereof; and other matters relating thereto

Approval Of Consent Items

10. a. Authorizing and Providing for the creation of the Lower Richland Sewer System and for the issuance of Lower Richland Sewer System Improvement Revenue Bonds of Richland County, South Carolina; prescribing the form of bonds; limiting the payment of the bonds solely to the

new revenues derived from the operation of the Sewer System and pledging the revenues so such payment; creating certain funds and providing for payments into such funds; and making other covenants and agreements in connection with the foregoing **[THIRD READING] [PAGES 30-65]**

b. Authorizing and Providing for the Issuance of a Sewer System Improvement Revenue Bond Anticipation Note, Series 2013 (Lower Richland Sewer System Project Phase I), or such other appropriate series designation of Richland County, South Carolina, in an amount not to exceed \$9,359,000; Authorizing the County Administrator to determine certain matters relating to the Note; Providing for form and details of the Note; Providing for the payment of the Note; Providing for the disposition of the proceeds thereof; and other matters relating thereto **[THIRD READING] [PAGES 66-99]**

11. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to Adopt and Codify the 2011 Edition of the International Electrical Code and the 2012 Editions of the International Residential Code, International Building Code, International Fire Code, International Fuel/Gas Code, International Mechanical Code, International Plumbing Code, and International Property Maintenance Code **[THIRD READING] [PAGES 100-106]**
12. An Ordinance Amending the Fiscal Year 2013-2014 General Fund Budget to Add Six School Resource Officer Positions for Sheriff's - SRO School District 5 **[THIRD READING] [PAGES 107-111]**
13. An Ordinance Amending the Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Article I, In General; so as to create a new section to handle roadway improvements in the Town of Irmo, South Carolina; and Amending Chapter 21, Roads, Highways and Bridges; Article I, In General; Section 21-6(A); so as to accommodate the new section **[FIRST READING] [PAGES 112-130]**
14. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Building and Building Regulations; Article III, Building Codes; Section 6-84, Boarded-Up Structures; so as to provide regulations for commercial boarded-up structures, as well as residential boarded-up structures; and to reference the "Property Maintenance" Division rather than the "Unsafe Housing" Division **[FIRST READING] [PAGES 131-138]**
15. Proclamation Designating October 2013 as Community Planning Month in Richland County **[PAGES 139-142]**
16. Enter into a Restrictive Covenant Agreement with John A. Grant Concerning Property Located at 6319 Shakespeare Road, Columbia, SC **[PAGES 143-150]**
17. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article II, Administration; Division 4, Licensing and Bonding of Builders, Contractors and Craftsmen; Section 6-66, so as to delete the requirement of Craftsmen Qualification Cards **[FIRST READING] [PAGES 151-155]**
18. Hopkins Farmland Conservation Easement **[PAGES 156-187]**
19. Direct Staff to Establish Mobile Home Park Regulations that are Enforced by the Building Codes and Inspections Department **[PAGES 188-191]**

20. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (C), Standards; Paragraph (8), Bars and Other Drinking Places; so as to remove the distance requirement between bars and places of worship in the GC, M-1, and LI Zoning Districts **[FIRST READING] [PAGES 192-196]**
21. Public Defender Attorney Compensation and Retention Plan **[PAGES 197-202]**
22. Eastern Federal Lands Access Program Grant **[PAGES 203-207]**

Third Reading Items

23. a. Millage Presentation **[PAGES 208-216]**
 - b. An Ordinance Authorizing the Levying of Ad Valorem Property Taxes, which, together with the prior year's carryover and other State levies and any additional amount appropriated by the Richland County Council prior to July 1, 2013, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2013, through June 30, 2014 **[PAGES 217-218]**
24. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article X, Property Maintenance; so as to codify property maintenance regulations **[PAGES 219-225]**
25. a. An Ordinance Amending the Fiscal Year 2013-2014 Hospitality Tax Budget to appropriate \$420,000 of Hospitality Tax Unassigned Fund Balance for Feasibility Study **[PAGES 227-228]**
 - b. An Ordinance Amending the Fiscal Year 2013-2014 Hospitality Tax Budget to appropriate \$50,000 of Hospitality Tax Unassigned Fund Balance for Olive Branch **[PAGES 229-230]**
 - c. An Ordinance Amending the Fiscal Year 2013-2014 Hospitality Tax Budget to appropriate \$47,000 of Hospitality Tax Unassigned Fund Balance for the Capital City Classic **[PAGES 231-232]**

Second Reading Items

26. An Ordinance Authorizing an Easement to School District 5 of Lexington and Richland Counties for a Sanitary Sewer Line across land owned by Richland County; specifically a portion of TMS # 03300-01-06 **[PAGES 233-238]**

First Reading Items

27. An Ordinance Amending the Fiscal Year 2013-2014 Hospitality Tax Budget to appropriate \$100,000 of Hospitality Tax Unassigned Fund Balance for the EdVenture--Next Exhibit Capital **[PAGES 239-241]**

Report Of Development And Services Committee

28. a. Bagging of Yard Debris in Solid Waste Collection Service Areas 2 and 6 **[PAGES 242-248]**

b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 12, Garbage, Trash and Refuse; Article I, In General; and Article II, Collection and Disposal; Section 12-12, Definitions, and Section 12-16, Conditions for Residential and Small Business Solid Waste Collection-Yard Trash and Other Household Articles; so as to remove reference to "Franchise" and so as to require trash to be bagged in a phased-in manner **[FIRST READING] [PAGES 249-253]**

29. Closing Unlicensed Businesses **[PAGES 254-258]**

30. Richland County Community Garden Program **[PAGES 259-262]**

Report Of Administration And Finance Committee

31. Contract Award: Engineering Design Services for the Lower Richland Sanitary Sewer Project **[PAGES 263-269]**

Report Of Rules And Appointments Committee

1. Notification Of Vacancies

32. Community Relations Council-1; there is one vacancy on this council

Bethany Human, June 30, 2014* (Resigned)

33. Hospitality Tax Committee-2; there is one more vacancy and one up coming vacancy on this committee

Dorothy A. Sumpter, October 4, 2013*
Robert Tunell, April 16, 2015 (Resigned)

* Eligible for re-appointment

34. Central Midlands Council of Governments-2; there are two upcoming vacancies on this council:

W. L. "Chip" Harriford, III, October 19, 2013*
Anthony "Tony" Mizzell, October 19, 2013*

* Eligible for re-appointment

35. Planning Commission-2; there will be two vacancies on this commission:

Kathleen McDaniels, November 17, 2013*
Olin Westbrook, November 17, 2013*

* Eligible for re-appointment

2. Discussion From Rules And Appointments Committee

36. Request that the SCAC post the Rules, Regulations, and Bylaws on the SCAC website and that each County and/or County Chair should have the opportunity to make a recommendation to the board regarding their representative when vacancies become available

and that the representative should be term limited **[DICKERSON]**

37. Amended agenda pages will be given a page/letter designation and only those pages will be Xeroxed for distribution. Example: If page 105 has a change for some reason the amended page will be assigned page 105a. This will eliminate the necessity of Xeroxing hundreds of additional pages of new agendas as well as eliminate the need for council members to change all of their notations on pages already reviewed. **[MALINOWSKI]**

38. Internal Audit Committee-Term Extension

Other Items

39. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE:

- a. Meeting Update **[Information Only]**
- b. An Ordinance Amending the Fiscal Year 2013-2014 Transportation Tax Fund Budget to add one full time position **[FIRST READING] [PAGES 278-284]**

40. **REPORT OF THE HOSPITALITY TAX REVIEW COMMITTEE:**

a. **Recommend a percentage amount for allowable operating and maintenance expenditures. It was recommended that the County allow organizations that operate tourism facilities be allowed to use a portion of H-Tax funds for facility operations and maintenance as described in the State Statute. It was also recommended that the H-Tax Guidelines be revised to include specifically that H-Tax fund can be used for operation and maintenance of (a) tourism-related buildings, including, but not limited to, civic centers, coliseums, and aquariums and (b) tourism-related cultural, recreational, or historic facilities [PAGES 288-291]**

b. **Adding New Ordinance Agencies: [PAGE 292]**

1. **Township**
2. **Renaissance Foundation**

c. **Create a new funding category under Community Promotions to be titled "Special County Promotions". Place organizations that annually receive additional funding through the motion process out of the competitive cycle since Council is providing additional funding for these organizations every year. These organizations would receive basic funding each year at the previous FY level with any funding increases based on CPI. The following organizations will be placed: Olive Branch Network of South Carolina and South East Rural Community Outreach (SERCO) [PAGES 293-294]**

Citizen's Input

41. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

42. a. Resolution honoring Satch Krantz, Riverbanks Zoo President and CEO, on receiving the R. Marlin Perkins Award for Professional Excellence from the Association of Zoos and Aquariums [LIVINGSTON]
- b. I move to prohibit sewage sludge spray fields application in Richland County [WASHINGTON]
- c. I move that Council give unanimous consent to a resolution honoring the Coroner's Office on receiving national accreditation [PEARCE]
- d. Resolution in honor of the late Senator Giese. In honor of his service to Richland County citizens as a member of the South Carolina Senate and as a member of Richland County Council [ROSE]
- e. Any item staff desires to place on a County Council agenda must go through the same process as all other items. They must be sent to a committee for review and recommendation for action by that committee to the full Council. This includes items coming from other agencies and elected officials. This can save a lot of discussion time at Council meetings because all details will have been provided to Council members and questions can be asked and possibly resolved during the committee meeting [MALINOWSKI]
- f. No elected official is allowed to make outside inquiries about the purchase of property but must submit their request to staff. It will then be placed on the appropriate committee agenda for review and action (possibly as an Executive Session item). Elected officials seeking property without the assistance of staff can tend to pay more once it is learned the "government" is seeking to purchase the property. Many of the properties are also in need of repair/remodeling to fit the needs of the particular official and such outside actions can tend to elevate the prices by not going through the approved bid process [MALINOWSKI]
- g. To direct staff (Clerk of Council, Public Information) to make recommendations, including costs, on mementos that Council Members can provide to honorees, citizens, and others being formally, or informally, recognized by individual Council Members, or Council as a body [DICKERSON]

Adjournment



Special Accommodations and Interpreter Services

Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.

Richland County Council Request of Action

Subject

Regular Session: September 17, 2013 **[PAGES 8-18]**



**MINUTES OF
RICHLAND COUNTY COUNCIL
REGULAR SESSION
SEPTEMBER 17, 2013
6:00 PM**

In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building.

MEMBERS PRESENT:

Chair	Kelvin E. Washington, Sr.
Vice Chair	Greg Pearce
Member	Joyce Dickerson
Member	Julie-Ann Dixon
Member	Norman Jackson
Member	Damon Jeter
Member	Paul Livingston
Member	Bill Malinowski
Member	Jim Manning
Member	Torrey Rush
Absent	Seth Rose

OTHERS PRESENT – Tony McDonald, Roxanne Ancheta, Sparty Hammett, Warren Harley, Brad Farrar, Amelia Linder, Tracy Hegler, Sara Salley, Quinton Epps, Buddy Atkins, John Hixon, Geo Price, Dale Welch, Beverly Harris, Justine Jones, Rob Perry, Daniel Driggers, Randy Cherry, Ray Peterson, Janet Claggett, Brandon Madden, Rodolfo Callwood, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:03 p.m.

INVOCATION

The Invocation was given by the Honorable Greg Pearce

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Greg Pearce

POINT OF PERSONAL PRIVILEGE – Mr. Pearce stated that Councilman Rose was not present tonight because he was spending time with his wife and new son, Luke.

APPROVAL OF MINUTES

Regular Session: September 10, 2013 – Mr. Pearce moved, seconded by Mr. Malinowski, to reconsider the portion of the minutes regarding the “Mitigation Bank Update”. The vote in favor was unanimous.

Mr. Jackson moved, seconded by Ms. Dickerson, to approve the minutes with the exception of the “Mitigation Bank Update” item. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

Mr. Livingston moved, seconded by Ms. Dickerson, to adopt the agenda as published. The vote in favor was unanimous.

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

- a. **Columbia Venture**
- b. **Northwest Sewer Litigation Update** – This item was deferred.
- c. **Fire Ad Hoc Committee**
- d. **Mitigation Bank Update**

CITIZENS INPUT

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

- a. **Neighborhood Planning Conference** – Ms. Hegler gave a brief presentation regarding the upcoming Neighborhood Planning Conference. The conference is scheduled for October 12th, 8:00 a.m.-2:30 p.m. at the Columbia Metropolitan Convention Center.
- b. **Strategic Plan Update** – Mr. McDonald stated that staff is exploring the possibility of revamping the Strategic Plan and bringing back to Council. The “revamped” Strategic Plan will be brought back at a future A&F Committee meeting.
- c. **Introduction of New Employee** – Mr. McDonald re-introduced, to Council, Mr. Randy Cherry as the new Business Liaison.

REPORT OF THE CLERK OF COUNCIL

- a. **Council Individual Photos, October 1st, 3:00-5:00 PM, 4th Floor Conference Room** – Ms. Onley stated that the photographer will be here on October 1st, 3:00-5:00 PM, 4th Floor Conference Room. Those Council members that would like to have their photo taken should contact the Clerk of Council's Office.
- b. **Renaissance Foundation's 2nd Annual Gospel Heritage Festival Awards: featuring Rev. Shirley Caesar, September 22nd, 6:00 PM, Koger Center** – Ms. Onley stated that the Renaissance Foundation's 2nd Annual Gospel Heritage Festival Awards will be held September 22nd, 6:00 PM at the Koger Center. The featured performer will be Rev. Shirley Caesar.

REPORT OF THE CHAIR

- a. **Sewer System Ad Hoc Committee** – Mr. Washington stated he will be developing a Sewer System Ad Hoc Committee.
- b. **Transportation Ad Hoc Committee** – Mr. Washington stated that the Transportation Ad Hoc Committee will be meeting to take up those items deferred from the Transportation Penny RFP Work Session.

PRESENTATION

ConnectSC, Heather Jones – Ms. Jones gave a brief overview of the ConnectSC program.

OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Authorizing the Issuance and Sale of not to exceed \$17,200,000 General Obligation Bonds, Series 2013B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; Delegating to the County Administrator certain authority related to the bonds; Providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto** – No one signed up to speak.

POINT OF PERSONAL PRIVILEGE – Mr. Pearce recognized that there was a Boy Scout in the audience working on his Government Merit badge.

POINT OF PERSONAL PRIVILEGE – Mr. Washington recognized that two of his professors, Dr. Whitney and Clarence Hill, were in the audience.

APPROVAL OF CONSENT ITEMS

- **13-19MA, Will Holmes, RS-MD to OI (15.26 Acres), 2312 Clemson Rd., 20200-01-30 [THIRD READING]**

- **13-25MA, Mukesh Thakkar, RU to RC (1.76 Acres), 10447 & 10453 Wilson Blvd., 15000-02-09 [SECOND READING]**
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to Adopt and Codify the 2011 Edition of the International Electrical Code and the 2012 Editions of the International Residential Code, International Building Code, International Fire Code, International Fuel/Gas Code, International Mechanical Code, International Plumbing Code, and International Property Maintenance Code [SECOND READING]**
- **Authorizing and Providing for the creation of the Lower Richland Sewer System and for the issuance of Lower Richland Sewer System Improvement Revenue Bonds for Richland County, South Carolina; prescribing the form of bonds; limiting the payment of the bonds solely to the new revenues derived from the operation of the Sewer System and pledging the revenues to such payment; creating certain funds and providing for payments into such funds; and making other covenants and agreements in connection with the foregoing [SECOND READING]**
- **Authorizing and Providing for the Issuance of a Sewer System Improvement Revenue Bond Anticipation Note, Series 2013 (Lower Richland Sewer System Project Phase I), or such other appropriate series designation of Richland County, South Carolina, in an amount not to exceed \$9,359,000; Authorizing the County Administrator to determine certain matters relating to the Note; Providing for form and details of the Note; Providing of the payment of the Note; Providing for the disposition of the proceeds thereof; and other matters relating thereto [SECOND READING]**

Mr. Pearce moved, seconded by Mr. Rush, to approve the Consent Items. The vote in favor was unanimous.

THIRD READING

13-17MA, Steven Mungo/Gerald Steele, RU to RS-LD (58.7 Acres), 1842 Kennerly Rd., 20200-04-07 & 08 – Mr. Malinowski moved, seconded by Mr. Jackson, to defer this item indefinitely. The vote in favor was unanimous.

An Ordinance Authorizing the Issuance and Sale of not to exceed \$17,200,000 General Obligation Bonds, Series 2013B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; Delegating to the County Administrator certain authority related to the bonds; Providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto – Mr. Pearce moved, seconded by Ms. Dickerson, to approve this item with the following amendment: “The bonds are for the costs of defraying capital project, which shall be

specifically approved by County Council before the expenditure of any bond proceeds.” A discussion took place.

Mr. Livingston moved, seconded by Ms. Dickerson, called for the question. The vote in favor was unanimous.

The vote in favor of the amended ordinance was unanimous.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; by adding a new division entitled 7, Small Local Business Enterprise Procurement Requirements; and Amending Chapter 2, Administration; Article XI, Inquiries and Investigations; so as to renumber the paragraphs therein – Mr. Livingston moved, seconded by Mr. Jeter, to approve this item as submitted. A discussion took place.

Mr. Rush made a substitute motion, seconded by Mr. Jackson, to amend Section 2-641(a)(2)(a) to lower the amount for Construction to \$7 million, and to amend Section 2-641(a)(2)(b) to lower the amount for Architectural to \$3 million. A discussion took place.

<u>For</u>	<u>Against</u>
Dixon	Jackson
Malinowski	Livingston
Pearce	Dickerson
Washington	Manning
Rush	
Jeter	

The vote was in favor of the substitute motion.

Proposed Amended Scope of Work for Administration of Richland County’s SLBE Program – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

SECOND READING ITEMS

An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article X, Property Maintenance; so as to codify property maintenance regulations – Ms. Dickerson moved, seconded by Mr. Malinowski, to approve this item and Mr. Malinowski is to forward his questions to staff prior to Third Reading. The vote in favor was unanimous.

An Ordinance Amending the Fiscal Year 2013-2014 Hospitality Tax Budget to appropriate \$517,000 of Hospitality Tax Unassigned Fund Balance for feasibility studies (\$420,000), Olive Branch Network (\$50,000), and Capital City Classic (\$47,000) – Mr. Livingston moved, seconded by Mr. Pearce, to appropriate up to \$420,000 to fund the feasibility studies. The vote in favor was unanimous.

Ms. Dickerson moved, seconded by Mr. Rush, to reconsider this item. The motion failed.

Mr. Rose moved, seconded by Ms. Dickerson, to appropriate \$50,000 for the Olive Branch Network. The vote was in favor.

Mr. Rush moved, seconded by Ms. Dickerson, to reconsider this item. The motion failed.

Ms. Dickerson moved, seconded by Ms. Dixon, to appropriate \$60,000 to fund the Capital City Classic. A discussion took place.

Mr. Livingston made a substitute motion, seconded by Mr. Malinowski, to appropriate \$47,000 to fund the Capital City Classic. A discussion took place.

The vote was in favor of the substitute motion.

An Ordinance Authorizing an Easement to School District 5 of Lexington and Richland Counties for a Sanitary Sewer Line across land owned by Richland County; specifically a portion of TMS # 03300-01-06 – Mr. Malinowski moved, seconded by Mr. Manning, to defer this item. The vote in favor was unanimous.

An Ordinance Amending the Fiscal Year 2013-2014 General Fund Budget to Add Six School Resource Officer Positions for Sheriff's SRO – SRO School District 5 – Mr. Malinowski moved, seconded by Ms. Dickerson, to approve this item contingent upon receiving the cost data prior to finalizing and that the burden will be paid 100% by the School District. The vote in favor was unanimous.

REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

Exploration of Water and/or Sewer Service Expansion in Unincorporated Richland County – Mr. Malinowski moved, seconded by Mr. Jackson, to approve the language contained in the July 23, 2013 draft D&S Committee minutes pertaining to this item. The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

Resolution Approving the 2013 Assessment Roll for the Village at Sandhill Improvement District – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Mr. Pearce, to reconsider this item. The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Mr. Livingston, to approve this item. The vote in favor was unanimous.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF APPOINTMENTS

- a. **East Richland Public Service Commission—1** – Mr. Malinowski stated that the committee recommended re-appointing Ms. Phyllis Beighley. The vote in favor was unanimous.
- b. **Hospitality Tax Committee—2** – Mr. Malinowski stated that the committee recommended appointing Ms. Shanelle Baker and Mr. Robert A. Swanson. The vote in favor was unanimous.
- c. **Midlands Workforce Development Board—8** – Mr. Malinowski stated that the committee recommended appointing Mr. Derek Burrell, Mr. Larry Cooke, Ms. Wanda Herron, Mr. Harry Plexico and Mr. Michael Ray for the Private Sector positions; Mr. Terry D. Blair to the DSS Representative position; Ms. Aretha Barnes to the Job Corps Representative position and Mr. Joseph Rice, Jr. to the Youth Program Representative position. The vote in favor was unanimous.

II. DISCUSSION FROM RULES AND APPOINTMENTS COMMITTEE

- a. **Amended agenda pages will be given a page/letter designation and only those pages will be Xeroxed for distribution. Example: If page 105 has a change for some reason the amended page will be assigned page 105a. This will eliminate the necessity of Xeroxing hundreds of additional pages of new agendas as well as eliminate the need for Council members to change all of their notations on pages already reviewed [MALINOWSKI]** – This item was held in committee.
- b. **Request that the SCAC post the Rules, Regulations, and Bylaws on the SCAC website and that each County and/or County Chair should have the opportunity to make a recommendation to the board regarding their representative when vacancies become available and that the representative should be term limited [DICKERSON]** – Mr. Malinowski stated that the committee requested the following information: (1) What is the benefit of belonging to the SCAC? (2) What is the process in being selected to the SCAC Board?

OTHER ITEMS

Report of the Hospitality Tax Review Committee:

- a. **Move that Council appropriate an amount no less than \$100,000 of the Hospitality Tax Non-Recurring funds portion of the Hospitality Tax budget for EdVenture. The final amount to be determined following Council debate on the matter** – Mr. Manning stated that the committee recommended appropriate \$100,000 of Hospitality

Tax non-recurring funds for the Next Generation program. The vote in favor was unanimous.

- b. **Review of the May 13, 2013 Hospitality Tax Committee Memo** – No action was taken.
- c. **Review of the Current Hospitality Tax Guidelines** – Mr. Manning stated that the committee recommended revising the Hospitality Tax Guidelines to include specifically that: Hospitality Tax funds can be used for operation and maintenance of tourism related buildings including, but not limited to, civic centers, coliseums and aquarium; and tourism related cultural, recreational or historical facilities. A discussion took place.

Mr. Livingston made a substitute motion, seconded by Ms. Dickerson, to refer this item back to committee.

<u>For</u>	<u>Against</u>
Malinowski	Dixon
Pearce	Jackson
Washington	Manning
Livingston	Jeter
Dickerson	
Rush	

The vote was in favor of the substitute motion.

- d. **Development of Criteria to Measure Accountability for Oversight Purposes** – Mr. Manning stated that the committee tabled this item.
- e. **Adding New Ordinance Agencies** – This item was deferred in committee.
 - 1. Township
 - 2. Renaissance Foundation
- f. **Create a New Funding Category under Community Promotions to be titled “Special County Promotions”.** Place organizations that annually receive additional funding through the motions process out of the competitive cycle since Council is providing additional funding for these organizations would receive base funding each year at the previous FY level with any funding increases based on CPI. The following organizations will be placed: Olive Branch Network of South Carolina, South East Rural Community Outreach (SERCO) – This item was deferred in committee.
- g. **Feasibility Studies** – No action was taken.

CITIZENS’ INPUT

No one signed up to speak.

EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 8:00 p.m. and came out at approximately 8:25 p.m.
=====

- a. **Columbia Venture** – Mr. Pearce moved, seconded by Mr. Livingston, to direct the County Attorney to proceed as directed in Executive Session. The vote was in favor.
- b. **Fire Ad Hoc Committee** – No action was taken.
- c. **Mitigation Bank Update** – Mr. Pearce moved, seconded by Mr. Livingston, to strike from the September 10th meeting minutes under Executive Session: “Mitigation Bank Update” the phrase “and if necessary file an Administrative Appeal of the 404 Permit and 401 Water Quality Certification.” The vote was in favor.

MOTION PERIOD

- a. **I move that Council give unanimous consent to a Resolution to support participation in the Connected Community Engagement Program [DICKERSON]** – Ms. Dickerson moved, seconded by Mr. Manning, to adopt the attached resolution. The vote in favor was unanimous.

Ms. Dickerson moved, seconded by Mr. Jackson, to reconsider this item. The motion failed.
- b. **To put a hold on all spending for hospitality ordinance agencies until we get an understanding of how money will be spent in unincorporated areas [RUSH]** – This item was referred to the A&F Committee.
- c. **To look at hospitality ordinance agencies adopting county procurement guidelines for spent dollars [RUSH]** – This item was referred to the A&F Committee.
- d. **To stop the hospitality sales tax program and the collection of that sales tax [RUSH]** – This item was referred to the A&F Committee.
- e. **Business Center and Planning Department to create a detailed step by step process for applicants [DIXON]** – This item was referred to the D&S Committee.
- f. **Resolution honoring USC Girls Basketball Coach Dawn Staley on her induction into the Naismith Memorial Basketball Hall of Fame [LIVINGSTON]** – Mr. Livingston moved, seconded by Mr. Jackson, to adopt a resolution honoring Coach Dawn Staley on her induction into the Naismith Memorial Basketball Hall of Fame. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 8:32 p.m.

Kelvin E. Washington, Sr., Chair

L. Gregory Pearce, Jr., Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Seth Rose

Torrey Rush

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

Zoning Public Hearing: September 24, 2013 [**PAGES 9-22**]

MINUTES OF



RICHLAND COUNTY COUNCIL ZONING PUBLIC HEARING TUESDAY, SEPTEMBER 24, 2013 7:00 p.m.

In accordance with the Freedom of Information Act, a copy of the agenda was sent to radio and TV stations, newspapers, persons requesting notification, and was posted on the bulletin board located in the lobby of the County Administration Building.

MEMBERS PRESENT:

Chair	Kelvin E. Washington, Sr.
Vice Chair	Greg Pearce
Member	Joyce Dickerson
Member	Julie-Ann Dixon
Member	Norman Jackson
Member	Damon Jeter
Member	Paul Livingston
Member	Bill Malinowski
Member	Jim Manning
Member	Seth Rose
Member	Torrey Rush

OTHERS PRESENT: Amelia Linder, Tracy Hegler, Sparty Hammett, Suzie Haynes, Geo Price, Tommy DeLage, Tony McDonald, Nelson Lindsay, LaToya Grate, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 7:00 p.m.

ADDITIONS/DELETIONS TO AGENDA

Ms. Hegler stated that Case 13-18MA is a First Reading item and not a Second Reading item as published.

MAP AMENDMENT

12-19MA, Myung Chan Kim, NC to GC (1.93 Acres), 2201 Clemson Rd., 20281-01-45

Mr. Manning moved, seconded by Mr. Jackson, to defer the public hearing and the item until the October Zoning Public Hearing. The vote in favor was unanimous.

13-18MA, Larry Brazell, RU to LI (147.83 Acres), Bluff Rd., 18900-02-06 [SECOND READING]

Mr. Washington opened the floor to the public hearing.

Mr. Bruce Holleman, Mr. Chuck Potts, Mr. James Davis, Ms. Debbie Potts, and Mr. John Grego spoke against this item.

The floor to the public hearing was closed.

Mr. Jackson moved, seconded by Mr. Malinowski, to deny the re-zoning request.

Mr. Livingston made a substitute motion, seconded by Mr. Manning, to defer this item until the October Zoning Public Hearing.

<u>For</u>	<u>Against</u>
Rose	Dixon
Pearce	Malinowski
Livingston	Jackson
Dickerson	Washington
Rush	
Manning	
Jeter	

The vote was in favor of deferral.

13-24MA, Charles Marshall, Jr., RS-LD to OI (4.32 Acres) 9875 Windsor Lake Blvd., 19907-06-01 & 08

Mr. Washington opened the floor to the public hearing.

Mr. Waymon Stover, Col. Steve Vitali, Mr. Robert O'Brien, and Mr. Tom Summers spoke against this item.

, Mr. Charles Marshall, Jr., and Ms. Barbara Frierson spoke in favor of this item.

The floor to the public hearing was closed.

Mr. Jeter moved, seconded by Mr. Malinowski, to deny the re-zoning request. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 7:24 p.m.

Submitted respectfully by,

Kelvin E. Washington, Sr.
Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

- a. Northwest Sewer Litigation Update
- b. Carolina Walk/Serrus Litigation Update
- c. Brown/O'Neal Litigation Update

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

Subject

UPDATE: An Ordinance Authorizing the Issuance and Sale of not to exceed \$17,200,000 General Obligation Bonds, Series 2013B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; Delegating to the County Administrator certain authority related to the bonds; Providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto

Richland County Council Request of Action

Subject

- a. York County Sales Tax Program Site Visit, October 11th
Depart from Administration Bldg. at 9:00 a.m.
- b. REMINDER: Neighborhood Planning Conference, October 12th, 8:00 a.m. to 2:30 p.m., Columbia Metropolitan Convention Center

Richland County Council Request of Action

Subject

- a. ComingSoonSC Council Ad
- b. Planning Commission - Letter re: Appointee's Absences
- c. Internal Audit Update: Council Work Session
- d. Personnel Matter

Richland County Council Request of Action

Subject

- a. "The Sustainers: Builders and Preservers of Civil Rights Sites in the United States Event" - Catherine Bruce

Richland County Council Request of Action

Subject

- a. An Ordinance Amending the Fiscal Year 2013-2014 Hospitality Tax Budget to appropriate \$517,000 of Hospitality Tax Unassigned Fund Balance for feasibility studies (\$420,000), Olive Branch Network (\$50,000), and Capital City Classic (\$47,000)
- b. An Ordinance Amending the Fiscal Year 2013-2014 General Fund Budget to Add Six School Resource Officer Positions for Sheriff's - SRO School District 5
- c. Authorizing and Providing for the creation of the Lower Richland Sewer System and for the issuance of Lower Richland Sewer System Improvement Revenue Bonds for Richland County, South Carolina; prescribing the form of bonds; limiting the payment of the bonds solely to the new revenues derived from the operation of the Sewer System and pledging the revenues to such payment; creating certain funds and providing for payments into such funds; and making other covenants and agreements in connection with the foregoing
- d. Authorizing and Providing for the Issuance of a Sewer System Improvement Revenue Bond Anticipation Note, Series 2013 (Lower Richland Sewer System Project Phase I), or such other appropriate series designation of Richland County, South Carolina, in an amount not to exceed \$9,359,000; Authorizing the County Administrator to determine certain matters relating to the Note; Providing for form and details of the Note; Providing of the payment of the Note; Providing for the disposition of the proceeds thereof; and other matters relating thereto

Richland County Council Request of Action

Subject

a. Authorizing and Providing for the creation of the Lower Richland Sewer System and for the issuance of Lower Richland Sewer System Improvement Revenue Bonds of Richland County, South Carolina; prescribing the form of bonds; limiting the payment of the bonds solely to the new revenues derived from the operation of the Sewer System and pledging the revenues so such payment; creating certain funds and providing for payments into such funds; and making other covenants and agreements in connection with the foregoing **[THIRD READING] [PAGES 30-65]**

b. Authorizing and Providing for the Issuance of a Sewer System Improvement Revenue Bond Anticipation Note, Series 2013 (Lower Richland Sewer System Project Phase I), or such other appropriate series designation of Richland County, South Carolina, in an amount not to exceed \$9,359,000; Authorizing the County Administrator to determine certain matters relating to the Note; Providing for form and details of the Note; Providing for the payment of the Note; Providing for the disposition of the proceeds thereof; and other matters relating thereto **[THIRD READING] [PAGES 66-99]**

Notes

First Reading: September 10, 2013
Second Reading: September 17, 2013
Third Reading:
Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
GENERAL BOND ORDINANCE NO. _____

AUTHORIZING AND PROVIDING FOR THE CREATION OF THE LOWER RICHLAND SEWER SYSTEM AND FOR THE ISSUANCE OF LOWER RICHLAND SEWER SYSTEM IMPROVEMENT REVENUE BONDS OF RICHLAND COUNTY, SOUTH CAROLINA; PRESCRIBING THE FORM OF BONDS; LIMITING THE PAYMENT OF THE BONDS SOLELY TO THE NET REVENUES DERIVED FROM THE OPERATION OF THE SEWER SYSTEM AND PLEDGING THE REVENUES TO SUCH PAYMENT; CREATING CERTAIN FUNDS AND PROVIDING FOR PAYMENTS INTO SUCH FUNDS; AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING.

Pursuant to the authority by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall, for all purposes of this Ordinance and of any ordinance, resolution, certificate, opinion, instrument or other document herein or therein mentioned, have the meanings herein specified, with the definitions to be equally applicable to both the singular and plural forms of any of the terms herein defined and vice versa. The term:

“Accountant” shall mean an independent certified public accountant or a firm of independent certified public accountants selected by the County.

“Act” shall mean Title 6, Chapter 21, Code of Laws of South Carolina, 1976, and all other statutory authorizations, now or hereinafter enacted, authorizing and enabling the County to provide for the issuance of the Bonds.

“Annual Budget” shall mean the annual budget required by Section 7.8 hereof and adopted in conformance therewith.

“Bondholders” or the term “Holders” or any similar term shall mean the registered owner or owners of any Outstanding Bond or Bonds.

“Bond” or “Bonds” shall mean any Bond, some of the Bonds or all of the Bonds issued under and pursuant to Article IV hereof, excluding bonds or other indebtedness issued under Section 4.5 and Section 4.6 hereof.

“Bond Anticipation Note” or “Notes” shall mean any Bond Anticipation Note issued under and pursuant to Article IV hereof, in anticipation of the issuance of Bonds.

“Bond and Interest Redemption Fund” shall mean each of the respective funds of that name established pursuant to Section 6.7 of this Ordinance and so designated pursuant to a Supplemental Ordinance to provide for the payment of the principal of and interest on the respective Series of Bonds issued pursuant to this Ordinance and such Supplemental Ordinance as the same respectively become due and payable.

“Bond Counsel” shall mean any attorney or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States.

“Books of Registry” shall mean the registration books maintained by the Registrar in accordance with Section 4.3 hereof.

“Business Day” shall mean any day other than a Saturday, a Sunday or a day on which banking institutions in the State or the office of the Custodian/Trustee are required or authorized by law (including executive orders) to close.

“Combined System” shall mean the Richland County Sewer System consisting of various components including Nicholas Creek and Hollingshed Creek drainage basins and also certain County landfill facilities; East Bluff Sewer Assessment District; the Romain-Meech-Burbank Sewer Assessment District; Broad River Sewer System; Eastover Sewer System; Franklin Park Sewer System, and upon its creation, the Lower Richland Sewer System.

“Construction Fund” shall mean any fund established with and maintained by the Custodian named by ordinance or resolution of the County, and derived from certain of the proceeds of the sale of the Bonds and intended to defray the cost of all or a portion of any Project and to pay all Costs of Acquisition and Construction in connection therewith, as established in a Supplemental Ordinance authorizing the issuance of any Series of Bonds.

“Consulting Engineer” shall mean the engineer or engineering firm or corporation registered and qualified to practice the profession of engineering under the laws of the State of South Carolina and having a favorable reputation for skill and experience in the construction and operation of sewage disposal and treatment systems, employed by the County to perform and carry out the duties imposed by this Ordinance, and who or which is not a full-time employee of the County.

“Contingent Fund” shall mean the fund of that name established pursuant to Section 6.10 of this Ordinance.

“Cost of Acquisition and Construction” shall mean, to the extent permitted by the Act, all costs of acquiring, reconstructing, replacing, extending, repairing, bettering, improving, equipping, developing, embellishing or otherwise improving the Lower Richland System, including the Costs of Issuance and capitalized interest on Bonds. Cost of Acquisition and Construction shall include the payment of amounts due on bond anticipation notes, the proceeds of which were used for Cost of Acquisition and Construction.

“Cost of Issuance” shall mean all items of expense, directly or indirectly payable or reimbursable by or to the County and related to the authorization, sale and issuance of Bonds including, but not limited to, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any Custodian/Trustee, Custodian, Registrar or Paying Agent, legal fees and

charges, auditing and accounting fees and charges, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds, costs and expenses of refunding, premiums for insurance of the payment of Bonds, financing charges, accrued interest with respect to the initial investment of proceeds of Bonds and any other costs, charges or fees in connection with the original issuance of Bonds.

“Council” shall mean the County Council of Richland County, South Carolina.

“County” shall mean Richland County, South Carolina.

“Custodian” shall mean any bank, depository or trust company duly qualified and doing business within the State selected by the County as a depository of moneys or securities held in the Construction Fund.

“Custodian/Trustee” shall mean a bank, a trust company, a national banking association or a national association qualified under the terms of Article IX hereof as shall be appointed in a Supplemental Ordinance authorizing a Series of Bonds.

“Debt Service” shall mean, with respect to each Series of Bonds and with respect to any particular Fiscal Year, the aggregate of the amounts to be paid or set aside (or estimated to be required to be paid or set aside) in the applicable Bond and Interest Redemption Fund in such Fiscal Year for the payment of the principal of, redemption premium, if any, and interest (to the extent not capitalized) on such Series of Bonds; provided that the interest on Variable Rate Indebtedness then Outstanding shall be calculated at the actual average rate of interest on the Variable Rate Indebtedness during the twelve (12) months immediately preceding the date of calculation; provided further, that for purposes of Section 3.3 hereof, interest on Variable Rate Indebtedness then proposed to be issued shall be calculated at the initial interest rate on such Variable Rate Indebtedness as of the date of such calculation.

“Debt Service Reserve Fund” shall mean the respective funds, if any, of that name established pursuant to Section 6.8 of this Ordinance and so designated pursuant to a Supplemental Ordinance.

“Default” or “Event of Default” shall mean any of those defaults specified in and defined by Article XI hereof.

“Depreciation Fund” shall mean the fund of that name established pursuant to Section 6.9 of this Ordinance.

“Expenses of Operating and Maintaining the Lower Richland System” shall mean the current expenses, paid or accrued, of operation, maintenance and current repair of the Lower Richland System, and shall include, without limiting the generality of the foregoing, salaries, wages, employee benefits, cost of materials and supplies, cost of routine repairs, renewals, replacements and alterations occurring in the usual course of business, cost of billings and collections, cost of insurance, costs of any audit required by this Ordinance, the premiums for all insurance required with respect to the Lower Richland System, taxes, if any, amounts payable by way of arbitrage rebate. Expenses of Operating and Maintaining the Lower Richland System shall not include the payment of interest on Bonds, any allowance for depreciation or renewals or replacements of capital assets of the Lower Richland System and amounts deemed to be payments in lieu of taxes or other equity transfers.

“Fiscal Year” shall mean the fiscal year for the Combined System as determined by the County, initially being the period from July 1 in any year to and including June 30 in the following year.

“Government Obligations” shall mean any of the following:

(a) non-callable bonds, notes or direct obligations and general obligations of the United States;

(b) non-callable U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series - “SLGS”);

(c) non-callable direct obligations of the U.S. Treasury which have been stripped by the U.S. Treasury;

(d) non-callable obligations issued by any agency or instrumentality of the United States of America which are backed by the full faith and credit of the United States; and

(e) preredempted municipal bonds which are rated “Aaa” by Moody's or “AAA” by S&P.

“Interest Account” shall mean the account by that name created within each respective Bond and Interest Redemption Fund.

“Interest Payment Date” shall mean the respective interest payment dates for a Series of Bonds as determined by a Supplemental Ordinance.

“Initial Bond” shall mean the first bond issued pursuant to the Ordinance and a Supplemental Ordinance.

“Junior Bonds” shall mean either (a) bonds secured by a pledge of Revenues junior and subordinate in all respects to the pledge securing the Bonds or (b) any other form of indebtedness, including lease purchase obligations secured by sums available in the Revenue Fund after provision has been made for all payments required to be made with respect to the Bonds.

“Lower Richland System” shall mean the Lower Richland Sewer System established herein, as the same is now constituted, all properties, real and personal, and matters and things used or useful in the maintenance, operation or functioning thereof, all apparatus and equipment used in connection therewith, and all replacements, enlargements, improvements, extensions, additions, and betterments that may be made thereto, including any Project, and any other public utility system with which the Lower Richland System may hereafter be combined pursuant to ordinance of Council.

“Maximum Debt Service” shall mean the highest principal and interest requirements (to the extent not capitalized) on the Bonds then Outstanding during any Fiscal Year. With respect to any Series of Variable Rate Bonds, the following methods shall determine the interest rate to be used:

(a) in the case of determining the Reserve Fund Requirement, the interest rate shall be equal to the lesser of (i) the 25-Bond Revenue Index published by *The Bond Buyer* no more than (2) weeks prior to, but in no event after, the issuance of the Series of Bonds to which the Reserve Fund Requirement in question applies, or (ii) the maximum interest rate allowable on such Variable Rate Bonds;

(b) in the case of determining the Maximum Debt Service for purposes of Section 3.3 of this Ordinance, the interest rate shall be equal to the initial interest rate on such Variable Rate Indebtedness for the applicable period.

provided, however, that if the 25-Bond Revenue Index referred to in (a) above is no longer published, any reasonably equivalent nationally recognized index published for the periods in questions may be selected by the County for use in its stead.

“Net Revenues” shall mean the Revenues of the Lower Richland System after deducting the Expenses of Operating and Maintaining the Lower Richland System.

“Operation and Maintenance Fund” shall mean the fund of that name established pursuant to Section 6.6 of this Ordinance.

“Ordinance” shall mean this ordinance as from time to time amended or supplemented by one or more Supplemental Ordinances.

“Outstanding” when used with respect to any Bond shall have the construction given to such word in Article XIII hereof; i.e., a Bond shall not be Outstanding if such Bond is not, or would not be, at the time, deemed to be Outstanding by reason of the operation and effect of said Article XIII.

“Paying Agent” shall mean for each Series of Bonds the respective paying agent or paying agents appointed pursuant to the proceedings authorizing such Bonds.

“Permitted Investments” shall mean (a) any one or more of the investments now or hereafter permitted by Section 6-5-10, Code of Laws of South Carolina 1976, as amended and in effect from time to time, or any authorization relating to the investment of County funds; and (b) the South Carolina Pooled Investment Fund or similar State-administered pool investment fund.

“Principal Account” shall mean the account by that name created within each respective Bond and Interest Redemption Fund.

“Project” shall mean any work, undertaking or project which the County is or may hereafter be authorized to construct or acquire with the proceeds of any Bonds and which will become a part of the Lower Richland System, including the acquisition of any system which shall be combined with or consolidated into the System pursuant to law.

“Rate Covenant” shall mean the covenant as to fees, rates and other charges described in Section 7.1 hereof.

“Record Date” shall mean with respect to any Series of Bonds the fifteenth (15th) day (whether or not a Business Day) of the calendar month immediately preceding an Interest Payment Date or such other day as may be provided in the Supplemental Ordinance authorizing the issuance of such Series of Bonds.

“Registrar” shall mean for each Series of Bonds the registrar appointed pursuant to the proceedings authorizing such Bonds.

“Reserve Fund Requirement” shall mean, as of the date of calculation, the debt service reserve fund requirement, if any, established pursuant to a Supplemental Ordinance authorizing the issuance of a Series of Bonds.

“Revenue Fund” shall mean the fund of that name established pursuant to Section 6.5 of this Ordinance.

“Revenues” shall mean all receipts, income, revenues, fees and other charges to be levied and collected in connection with, and all other income and receipts of whatever kind or character derived by the County from the operation of the Lower Richland System, including, but not limited to, tap fees, connection charges, impact fees, developer fees, plant capacity fees, interest earnings and other earnings or investments, as such earnings or investments are computed in accordance with generally accepted accounting practices, but excluding the proceeds of any grants or debt, contributions in aid of construction, gains or losses on extinguishment of debt, fees derived from assessments and extraordinary items, and the receipts, income, revenues, fees and other charges derived from the operation of Special Facilities.

“Series” or “Series of Bonds” or “Bonds of Series” shall mean all Bonds designated as being of the same series issued and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter delivered in lieu thereof or in substitution therefor pursuant to this Ordinance.

“Special Facilities” shall mean any project or undertaking, the revenues and expenses resulting from the operation of which can be segregated from the revenues and expenses of the Lower Richland System and which the County shall designate as such by ordinance of Council.

“Special Facilities Bonds” shall mean any bonds issued in accordance with Section 3.6 hereof.

“State” shall mean the State of South Carolina.

“Supplemental Ordinance” shall mean any ordinance by the County providing for the issuance of Bonds or Bond Anticipation Notes and any ordinance enacted by the Council pursuant to and in compliance with the provisions of Article X hereof amending or supplementing the provisions of this Ordinance.

“Test Period” shall mean that period defined in Section 4.3 hereof.

“Variable Rate Bonds” shall mean indebtedness in the form of Bonds the interest rate on which is not established at a fixed or constant rate at the time such indebtedness is incurred.

ARTICLE II

FINDINGS AND DETERMINATIONS

Section 2.1. Findings and Determinations. The Council hereby finds and determines:

A. Pursuant to Section 4-9-10, Code of Laws of South Carolina, 1976, as amended (the “Code”), the Council/Administrator form of government was selected and the Council constitutes the governing body of the County.

B. In the exercise of the powers vested in the County by the Constitution and statutes of the State of South Carolina, and in conformity with the provisions thereof, the County, pursuant to the favorable results of a referendum heretofore duly held on November 7, 1978, is authorized and empowered to acquire, construct and operate a Sewer system or systems in any of the unincorporated areas of the County.

C. The County currently operates the Richland County Combined System as a department of the County.

D. It is the County's best interest to create a Sewer system to serve the residents of the Lower Richland area and other communities in lower Richland County, which shall be operated as a component of the Combined System.

E. Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, provides that a county or political subdivision may incur indebtedness payable solely from a revenue-producing project which source does not involve revenues from any tax or license.

F. Pursuant to the Act, the County may issue revenue bonds to defray the cost of improvements, enlargements and extensions to the Combined System, including the Lower Richland System

G. The Combined System, including the Lower Richland System, will be operated on a fiscal year basis, which presently commences on July 1 of each year and ends on June 30 of the following year.

H. By the enactment of the Ordinance, the County intends to provide for the issuance of the revenue bonds at the time and on the terms and conditions set forth in the Ordinance and Supplemental Ordinances hereto.

ARTICLE III

ESTABLISHMENT OF LOWER RICHLAND SEWER SYSTEM

A. Pursuant to the Constitution and statutes of the State of South Carolina, and in conformity with the provisions thereof, the County, pursuant to the favorable results of a referendum heretofore duly held on November 7, 1978, hereby creates the Lower Richland Sewer System to service the residents of the of the Lower Richland area and other communities in lower Richland County.

B. The Lower Richland System will be administered as a component of the Combined System which is administered as a department of the County.

ARTICLE IV

AUTHORIZATION AND ISSUANCE OF BONDS

Section 4.1. Authorization of Bonds. There is hereby authorized to be issued Bonds of the County to be known as "Lower Richland Sewer System Improvement Revenue Bonds of Richland County, South Carolina," or such other designations as may be provided in the Supplemental Ordinance authorizing such Bonds, which Bonds may be issued pursuant to this Ordinance and in accordance with the terms, conditions and limitations set forth herein, in Series, in such amounts and from time to time as the County may deem to be necessary or advisable for any corporate purpose of the County for which Bonds may be issued under this Ordinance and the Act.

Section 4.2. General Provisions For Issuance of Bonds. (a) The Bonds shall be issued in Series by means of Supplemental Ordinances enacted by the Council in accordance with the provisions of this Article and Article X hereof. Each Supplemental Ordinance shall designate the Bonds provided for thereby by an appropriate Series designation and by such further particular designations, if any, as the County deems appropriate, and shall, unless or except as is otherwise set forth herein, also specify: (i) the authorized principal amount of such Series of Bonds; (ii) the purpose or purposes for which the Bonds of such Series are being issued, which shall be one or more of the purposes set forth in Sections 4.3 or 4.4 hereof; (iii) if the Bonds of the Series are being issued for a purpose specified in Section 4.3 hereof, the Project for which such Bonds are being issued; (iv) an estimate of the Costs of Acquisition and Construction for any Project to be financed by such Series of Bonds, and, in the event of the acquisition by purchase or condemnation of any facilities already constructed, a determination of what repairs, replacements, additions and betterments will be necessary in order that such facilities may be effective for their purpose and an estimate of the cost required therefor; (v) the date or dates of the Bonds of the Series; (vi) the maturity date or dates of the Bonds of the Series and the sinking fund installment amounts; (vii) the interest rate or rates of the Bonds of such Series, or the manner of determining such rate or rates, the initial Interest Payment Date therefor, and the subsequent Interest Payment Dates; (viii) the denominations of, and manner of numbering and lettering, the Bonds of such Series; (ix) the redemption premium or premiums, if any, or the redemption price or prices to be paid upon the redemption of the Bonds of such Series, the period or periods, if any, during which such premiums or prices shall be payable, and the terms and conditions, if any, of such redemption; (x) the place or places of payment of the Bonds of the Series and interest thereon, and the Paying Agent therefor; (xi) the provisions for the sale or other disposition of the Bonds of the Series and the use, application and investment, if any, of the proceeds of such sale or other disposition, which use, application and investment shall not be inconsistent or in conflict with the provisions hereof; (xii) whether such Series of Bonds will be subject to a Reserve Fund Requirement and the manner of satisfaction of Reserve Fund Requirement; (xiii) any other provisions which may be required to be inserted therein by other provisions of this Ordinance; and (xiv) any other necessary or desirable provisions not inconsistent or in conflict with the provisions of this Ordinance.

(b) Bonds of a Series may be executed and delivered to the Registrar by the County and authenticated and delivered by the Registrar to the County or, upon its order, upon compliance with Section 3.3 or 3.4 hereof.

Bonds issued upon compliance with this Section and Section 3.3 or Section 3.4 hereof shall be on a parity with respect to the pledge and lien of the Net Revenues of the Lower Richland System inter sese, but not with respect to the particular Bond and Interest Redemption Fund or Debt Service Reserve Fund created for the benefit of the Holders of the Bonds of a Series, notwithstanding, that they may be in different form, and bear different dates, interest rates, number, date of issuance or date of execution. In all such instances, the pledge of Net Revenues made hereunder, and the covenants and remedies hereby granted, shall be applicable and available to the Holders of such Bonds.

(c) The County may, from time to time, issue Bond Anticipation Notes upon compliance with the terms, limitations and conditions herein pertaining to the issuance of Bonds.

Section 4.3. Conditions for the Issuance of Bonds under this Ordinance Other than Refunding Bonds. Anytime and from time to time, one or more Series of Bonds (exclusive of refunding Bonds) may be issued for such purposes as may be permitted by the Act upon compliance with the provisions of Section 4.2 hereof and this Section in such principal amounts as may be determined by the Council for the purpose of paying all or part of the Costs of Acquisition and Construction of one or more Projects authorized to be financed under the Act with Bonds upon the written request of the County and upon compliance with the following conditions:

A. There shall be executed a certificate of the Chairman of County Council or the County Administrator stating (i) either (a) that no Default exists in the payment of the principal of, premium, if any, or interest on any Bonds or Junior Bonds and all mandatory sinking fund redemptions, if any, required to have been made shall have been made, or (b) that the application of the proceeds of sale of the Series of Bonds to be issued as required by the Supplemental Ordinance authorizing their issuance will cure any such Default or permit such redemptions; and (ii) either (a) that to the best of his or her knowledge, the County is not in Default in the performance of any other of its covenants and agreements contained in this Ordinance, or (b) setting forth the circumstances of each such Default known to him or her.

B. If a certificate filed pursuant to part (A) of this Section should disclose a Default or Defaults hereunder, there shall be filed with the County an opinion of Bond Counsel that, in the case of any Default disclosed in a certificate filed pursuant to part (A) of this Section, each such Default does not deprive the Bondholders of the security afforded by this Ordinance in any material aspect.

C. For the issuance of Bonds (other than the Initial Bond anticipated to be issued hereunder) to finance the Cost of Acquisition and Construction, or a portion thereof, of any Project, there shall be delivered a report from an accountant stating that the amount of the Net Revenues of the Lower Richland System for any consecutive twelve (12) month period out of the last twenty-four (24) month period (the "Test Period") is not less than 120% of the Maximum Debt Service for any succeeding Fiscal Year of Bonds then Outstanding and the Bonds then proposed to be issued, provided the amount of Net Revenues for such Test Period may be adjusted by adding the following:

- (i) in case the rates and charges for the services furnished by the Combined System, including the Lower Richland System, shall have been revised and such revised rates and charges shall have gone into effect prior to the delivery of the Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such rates and charges had been in effect during such Test Period as determined by an Accountant or a Consulting Engineer; and
- (ii) in case an existing Sewer system, existing electric distribution system, or any other public utility system is to be acquired and combined or made a part of the Lower Richland System from the proceeds of the Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such existing system or systems to be acquired had been a part of the Lower Richland System during such Test Period (which computation of the additional amount of Net Revenues shall be based upon the method of computing Net Revenues under this Ordinance and approved by an Accountant or a Consulting Engineer).

D. Such Bonds shall be issued to secure funds to defray the Cost of Acquisition and Construction of a Project, including any acquisition or construction of any system which shall be combined with or consolidated into the Lower Richland System pursuant to law; or to refund Junior Bonds, or any notes, bonds, or other obligations but not Bonds issued to finance or to aid in financing the acquisition, construction, improvement, enlargement or repair of the Lower Richland System or another enterprise combined with the System.

E. The Supplemental Ordinance shall provide for a deposit into any Debt Service Reserve Fund established for the Series of Bonds authorized by such Supplemental Ordinance of cash or

securities or an insurance policy, surety bond or letter of credit, as provided in Section 6.8 hereof (inclusive of any proceeds of such Series of Bonds to be deposited in the applicable Debt Service Reserve Fund) having an aggregate value not less than the Reserve Fund Requirement, if any, with respect to the applicable Series of Bonds then proposed to be issued.

F. So long as the County is indebted to the United States of America, Rural Development, the County shall not borrow money from any source, enter into any contract or agreement, or incur any other liabilities in connection with making enlargements, improvements, or extensions to, or for any other purpose in connection with, the Lower Richland System (exclusive of normal maintenance) without the prior written consent of Rural Development. This would include the issuance of any Series of Bonds issued on a parity with the Initial Bond, any Junior Bonds and any Special Facilities Bonds.

Section 4.4. Refunding Bonds. Without complying with the provisions of Section 3.3 hereof except as otherwise provided herein, the County by means of a Supplemental Ordinance enacted in compliance with the provisions of the Act and any other statutory provisions authorizing the issuance of revenue refunding bonds, including advance refunding bonds, may issue hereunder refunding Bonds as follows:

A. Bonds may be issued for the purpose of refunding (including by purchase) at any time within one year prior to maturity or prior to any sinking fund installment due date, the Bonds maturing on such date (or an amount of Bonds subject to redemption from such sinking fund installments not in excess of the amount of Bonds required to be redeemed on such due date) for the payment of which sufficient Revenues are not available. Any Bonds issued for such purpose shall mature (or sinking fund installments therefor shall commence) not earlier than the latest stated maturity of any Bond not then refunded to be Outstanding after such refunding; or

B. Bonds may be issued at any time for the purpose of refunding (including by purchase) Bonds, including amounts to pay principal, redemption premium and interest to the date of redemption (or purchase) of the refunded Bonds and the Costs of Issuance; provided that (i) the aggregate Debt Service on all Bonds to be Outstanding after the issuance of the proposed Series of refunding Bonds shall not be greater than would have been the aggregate Debt Service of all Bonds not then refunded and the Bonds to be refunded; or (ii) the requirements of parts (A), (B), (C) and (E) of Section 3.3 hereof are met with respect to the refunding Series.

Section 4.5. Junior Bonds. The County may at any time issue Junior Bonds in such amount as it may from time to time determine, payable from Net Revenues, provided that such Junior Bonds are issued to secure funds to defray the cost of improving, extending, enlarging, or repairing the Lower Richland System, some part thereof, including the acquisition of any system which may be combined with or consolidated into the Lower Richland System pursuant to law, or to refund Bonds, Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing the acquisition, construction, or improvement of the Lower Richland System, and provided further that the pledge of Net Revenues securing Junior Bonds shall at all times be subordinate and inferior to the pledge securing the Bonds.

Section 4.6. Special Facilities Bonds. The County shall also have the right to issue, from time to time, Special Facilities Bonds to defray the costs of acquiring or constructing Special Facilities subject to the following conditions:

A. The County shall determine that the receipts, income, revenues and other charges to be levied and collected in connection with the Special Facilities shall be at least equal to: (1) the estimated costs of operating and maintaining such Special Facilities; (2) the principal and interest requirements of the

Special Facilities Bonds; (3) the amounts to be deposited in any reserve funds with respect thereto; and (4) any other costs and expenses relating to such Special Facilities.

B. The receipts, income, revenues, fees and other charges derived from the operation of the Special Facilities shall be segregated from the Revenues of the Lower Richland System.

C. The debt service payments and other costs and expenses and reserves related to such Special Facilities shall not be paid from Revenues of the Lower Richland System.

Section 4.7. Bond Anticipation Notes. The County shall also have the right to issue, from time to time, Bond Anticipation Notes to defray the costs of Projects in anticipation of the issuance of a Bond or Bonds.

A. Bond Anticipation Notes issued hereunder and under a Supplemental Ordinance setting forth the details thereof and secured by a bond or bonds to be purchased by the USDA will be issued on a parity with any other debt issued hereunder, with the exception of Junior Bonds.

B. Bond Anticipation Notes issued hereunder and under a Supplemental Ordinance setting forth the details thereof will be junior and subordinate to any other debt issued hereunder.

ARTICLE V

THE BONDS

Section 5.1. Execution. Unless or except as is otherwise set forth in the Supplemental Ordinance providing for the issuance of a Series of Bonds, the Bonds shall be executed on behalf of the County by the Chairman of County Council by his or her manual or facsimile signature and the corporate seal of the County or a facsimile thereof shall be impressed or reproduced thereon and attested by the Clerk to County Council by his or her manual or facsimile signature.

In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, as if he had remained in office until delivery.

Section 5.2. Authentication. Upon compliance with the provisions of Section 4.3, 4.4, or 4.5 hereof, as the case may be, and upon the order of the County, the Registrar shall authenticate Bonds authorized to be issued hereunder. Only such Bonds as shall have endorsed thereon a certificate of authentication duly executed manually by the Registrar shall be entitled to any right or benefit under this Ordinance. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Registrar, and such executed certificate of the Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered. The Registrar's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Registrar, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder or on all of the Bonds of a particular Series.

Section 5.3. Registration and Transfer of Bonds; Persons Treated as Holders. Unless and except as is otherwise set forth in the Supplemental Ordinance providing for the issuance of a Series of Bonds, each Bond shall be fully registered and transferable only upon the Books of Registry of the County, which shall be kept for that purpose at the office of the Registrar by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer

satisfactory to the Registrar, duly executed by the registered owner or his duly authorized attorney with such signature guaranteed by a participant in the Securities Transfer Agents in Medallion Program (“STAMP”) or similar program. Upon the transfer of any Bond, the County shall issue, subject to the provisions of Section 4.6 hereof, in the name of the transferee, a new Bond or Bonds of the same series and of the same aggregate principal amount, interest rate and maturity as the unpaid principal amount of the surrendered Bond.

Any Bondholder requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the Holder and absolute owner thereof for all purposes and payment of or on account of the principal, redemption premium, if any, and interest on any Bond shall be made only to or upon the order of the Bondholder thereof, or his duly authorized attorney, and neither the County nor the Registrar, shall be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 5.4. Form of Bonds; Denominations; Medium of Payment. Unless or except as is otherwise provided in the Supplemental Ordinance authorizing their issuance, the Bonds: (a) shall be in fully registered form without coupons, provided, such Bonds may be issued in book-entry form; (b) shall be issued in denominations of \$5,000, or any integral multiple thereof, provided that, upon partial redemption of a Bond requiring surrender thereof and the issuance of a new Bond, such new Bond may be in the denomination of the unredeemed balance; and (c) shall be payable with respect to principal, interest, and premium, if any, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 5.5. Numbers, Date, and Payment Provisions. The Bonds shall be numbered and designated in such manner as the County, with the concurrence of the Registrar, shall determine. Each Bond of a Series shall bear interest from the Interest Payment Date immediately preceding the date of its authentication, unless authentication shall be upon an Interest Payment Date, in which case it shall bear interest from its authentication, or unless authentication shall precede the first Interest Payment Date for such Bond, in which case it shall bear interest as otherwise provided in the Supplemental Ordinance authorizing its issuance, provided, however, that if the date of authentication of any Bond of any Series is after a Record Date and before the corresponding Interest Payment Date therefor, such Bond shall bear interest from such succeeding Interest Payment Date; notwithstanding the foregoing, if at the time of authentication of any Bond any interest on such Bond is in default, such Bond shall bear interest from the date to which interest on such Bond has been paid or if no interest has been paid, such Bond shall bear interest from the date of delivery thereof or from its dated date, or as otherwise provided in the Supplemental Ordinance authorizing the issuance of such Bonds.

Section 5.6. Exchange of Bonds. Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Bondholder or his duly authorized attorney, may, at the option of the Bondholder thereof, and upon payment by such Bondholder of any charges which the Registrar may make as provided in Section 5.7, be exchanged for a principal amount of Bonds of the same Series and maturity of any other authorized denomination equal to the unpaid principal amount of surrendered Bonds.

Section 5.7. Regulations with Respect to Exchanges and Transfer. In all cases in which the privilege of exchanging or transferring Bonds is exercised, the County shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. All Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Registrar. There shall be no charge to the Bondholder for such exchange or transfer of Bonds except that the Registrar may make a charge sufficient

to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer. Neither the County nor the Registrar shall be required (a) to exchange or transfer Bonds (i) from the Record Date to the succeeding Interest Payment Date or (ii) for a period of fifteen (15) days following any selection of Bonds to be redeemed or thereafter until after the first publication or mailing of any notice of redemption, or (b) to transfer any Bonds called for redemption.

Section 5.8. Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the Holder, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the Holder thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance or any Supplemental Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder. Neither the County nor the Registrar nor any Paying Agent shall be required to treat both the original Bond and any duplicate Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be issued hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and duplicate Bond shall be treated as one and the same.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

ARTICLE VI

REDEMPTION OF BONDS

Section 6.1. Redemption of Bonds. The Bonds of a Series may be subject to redemption prior to their stated maturities upon such terms and conditions and at such dates and redemption price or prices or premium or premiums as shall be set forth in the Supplemental Ordinance providing for the issuance of such Bonds, and upon the further terms and conditions as are hereinafter set forth.

Section 6.2. Selection of Bonds for Redemption. In the event of the redemption at any time of only part of the Bonds of a Series, the Bonds to be redeemed shall be redeemed in such order as is set forth in the Supplemental Ordinance providing for the issuance of such Bonds. Unless otherwise provided by Supplemental Ordinance, if less than all of the Bonds of like maturity of any Series shall be called for prior redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected at random by the Registrar in such manner as the Registrar in its discretion may deem fair and appropriate; provided, however, that the portion of any Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof, and that, in selecting portions of such Bonds for redemption, the Registrar shall treat each such Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000.

Section 6.3. Notice of Redemption. Unless or except as otherwise provided in the Supplemental Ordinance authorizing their issuance, the provisions of this Section 6.3 apply to each Series of Bonds.

In the event any of the Bonds or portions thereof are called for redemption, the Registrar shall give notice, in the name of the County, of redemption of Bonds by first-class mail, postage prepaid, to the registered owner thereof as shown on the Books of Registry of the County and to such securities depositories as the County may designate not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for the redemption thereof. Such notice of redemption shall state: (a) the title of such Bonds to be redeemed, CUSIP numbers, date of issue, the series designation (if any) thereof, the redemption date, the place or places of redemption and the redemption price or redemption premium, if any, payable upon such redemption; (b) if less than all such Bonds of a particular Series are to be redeemed, the distinctive number of such Bonds to be redeemed; (c) that the interest on such Bonds designated for redemption in such notice shall cease to accrue from and after such redemption date; and (d) that on such date there will become due and payable on each such Bond the principal amount thereof to be redeemed at the then applicable redemption price or redemption premium, if any, and the interest accrued on such principal amount to the redemption date. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, when mailed, whether or not the registered owner thereof receives the notice.

Section 6.4. Partial Redemption of Bond. In the event that only part of the principal sum of a Bond shall be called for redemption or prepaid, payment of the amount to be redeemed or prepaid shall be made only upon surrender of such Bond to the Registrar. Upon surrender of such Bond, the County shall execute and the Registrar shall authenticate and deliver to the Holder thereof, at the principal office of the Registrar, or send to such Holder by registered mail at his request, risk and expense, a new fully executed Bond or Bonds, of authorized principal sums equal in aggregate principal amount to, and of the same Series, maturity and interest rate as, the unredeemed portion of the Bond surrendered.

Section 6.5. Effect of Redemption. If a Bond is subject by its terms to redemption prior to its stated maturity and has been duly called for redemption and notice of the redemption thereof has been duly given as hereinbefore provided and if moneys for the payment of such Bond at the then applicable redemption price or together with the then applicable redemption premium, if any, and the interest to accrue to the redemption date on such Bond are held for the purpose of such payment by the Custodian/Trustee for the series of Bonds of which such Bond is one, then such Bond so called for redemption shall, on the redemption date designated in such notice, become due and payable, and interest on the Bond so called for redemption shall cease to accrue.

Section 6.6. Cancellation. All Bonds which have been redeemed shall be canceled and either maintained or destroyed by the Registrar and shall not be reissued. A counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Registrar to the County upon the request of the County.

Section 6.7. Defeasance. So long as the Federal Government or any agency thereof is the registered owner of Initial Bond, the County shall not issue any Bonds or other obligations for the purpose of defeasing or otherwise terminating the lien on the Bonds without immediately prepaying all of the Initial Bond held by the Federal Government then outstanding.

ARTICLE VII

ESTABLISHMENT OF FUNDS;
SECURITY FOR AND PAYMENT OF THE BONDS;
INVESTMENT OF MONEYS

Section 7.1. Listing of Funds and Accounts. The following are the funds created and established by this Ordinance:

- (i) Revenue Fund to be held by a bank or other financial institution designated from time to time by the County.
- (ii) Operation and Maintenance Fund to be held by a bank or other financial institution designated from time to time by the County.
- (iii) Bond and Interest Redemption Fund for each Series of Bonds to be held by the Custodian/Trustee, including an Interest Account and Principal Account.
- (iv) Debt Service Reserve Fund, if any, for each Series of Bonds to be held by the Custodian/Trustee.
- (v) Depreciation Fund and Contingent Fund to be held by a bank or other financial institution designated from time to time by the County.
- (vi) Construction Fund, if applicable, for each Series of Bonds to be held by a Custodian designated by the County.

One or more accounts may, by direction of the County or by the terms of a Supplemental Ordinance, be established within any of the above funds. It is intended by this Ordinance that the funds referred to in this Article (other than a Construction Fund) shall remain in existence for so long a time as any sum remains due and payable by way of principal of and interest on the Bonds, and that deposits and withdrawals therefrom be made in the manner herein prescribed and in the order of priority hereinafter set forth in Section 6.2 hereof.

Section 7.2. Disposition of Revenues. So long as any Bonds are Outstanding, the Revenues of the Combined System including the Lower Richland System shall be applied at the times, in the amounts and for the purposes as provided or permitted by this Ordinance, and in the following order of priority.

First, provision shall be made for the payment of Expenses of Operating and Maintaining the Lower Richland System;

Second, there shall be transferred into the respective Bond and Interest Redemption Funds, the amounts required by this Ordinance or any Supplemental Ordinance;

Third, there shall be transferred into the respective Debt Service Reserve Funds, the amounts (including any payments required under the terms of any surety bond, insurance policy or letter of credit applicable thereto) required by this Ordinance or any Supplemental Ordinance;

Fourth, provisions shall be made for the payment of any Junior Bonds;

Fifth, there shall be deposited into the Depreciation Fund the amount determined by the provisions of this Ordinance; and

Sixth, there shall be deposited into the Contingent Fund the amount determined by the provisions of this Ordinance.

Any surplus Revenues thereafter remaining after the foregoing deposits have been made shall be disposed of as the County shall determine from time to time to be for the best interest of the Combined System including the Lower Richland System.

Section 7.3. Security for and Payment of the Bonds. The Bonds, together with the interest thereon, shall be payable solely from and secured equally and ratably by a lien upon the Net Revenues of the Lower Richland System; provided, however, that all funds and accounts held by the Custodian/Trustee in the respective Bond and Interest Redemption Funds and Debt Service Reserve Funds established to secure a particular Series of Bonds are hereby pledged for the benefit only of the respective Bondholders as security for the Bonds of the Series to which such Funds relate. The Revenues shall be and hereby are irrevocably pledged to the payment of the principal of and interest on the Bonds. This provision of this Section 6.3 shall not preclude the issuance of Junior Bonds, if such Junior Bonds be issued in conformity with the provisions of Article 4.5 hereof, but the pledge herein made shall preclude the issuance of bonds payable from or secured by a pledge or lien on Net Revenues superior to that herein made to secure the Bonds.

The Bonds do not constitute an indebtedness of the County within any State Constitutional provisions (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. The full faith, credit and taxing powers of the County are not pledged to the payment of the principal of and interest on the Bonds.

The covenants and agreements herein set forth to be performed by the County shall be for the equal and proportionate benefit, security and protection of all Holders of the Bonds without preference, priority or distinction as to payment or security or otherwise (except as to maturity) of any of the Bonds for any reason or cause whatsoever, except as expressly provided herein or in the Bonds, and, except as aforesaid, all Bonds shall rank pari passu and shall be secured equally and ratably hereunder without discrimination or preference whatsoever.

Section 7.4. Accounting Methods. The designation of the Revenue Fund, the Operation and Maintenance Fund, the Depreciation Fund and the Contingent Fund in and by this Ordinance shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of the Revenues and assets of the Lower Richland System for certain purposes and to establish certain priorities for application of such Revenues and assets as herein provided.

The cash required to be accounted for in each of the foregoing funds established herein may be deposited in a single bank account, into which only Revenues shall be deposited, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash in and deposit therein for the various purposes of such funds as provided herein.

Section 7.5. Revenue Fund. There is hereby established a Revenue Fund to be maintained by the County and into which shall be deposited all Revenues. Moneys in the Revenue Fund shall be made

use of only in the manner specified in this Article VII and in the order of priority according to Section 6.2 hereof. So long as the County maintains proper accounting records for receipts and disbursements for the Revenue Fund, the Operation and Maintenance Fund may be maintained as part of the Revenue Fund.

Section 7.6. Operation and Maintenance Fund. There is hereby established an Operation and Maintenance Fund to be maintained by the County in order to provide for the payment of all Expenses of Operating and Maintaining the Lower Richland System. So long as any of the Bonds remain Outstanding and unpaid, adequate provision shall be made by the County for the Expenses of Operating and Maintaining the Lower Richland System by depositing on or before the 15th day of the month following the month in which Bonds are delivered to the initial purchasers thereof, and not later than the 15th day of each month thereafter, in the Operation and Maintenance Fund from the Revenues of the Lower Richland System, an amount equal to the estimated Expenses of Operating and Maintaining the Lower Richland System for the next ensuing month in accordance with the Annual Budget.

Section 7.7. Bond and Interest Redemption Fund. There shall be established and maintained special funds of the County to be designated the Bond and Interest Redemption Fund for each Series of Bonds then Outstanding which shall be kept on deposit with the Custodian/Trustee, and withdrawals therefrom shall be made for the purposes provided in this Ordinance. Each Bond and Interest Redemption Fund shall bear a separate series designation as may be necessary to distinguish such Bond and Interest Redemption Fund.

The respective Bond and Interest Redemption Funds are intended to provide for the payment of the principal of, redemption premium, if any, and interest on each Series of Bonds as the same respectively fall due. Payments into such Funds shall be made in the manner prescribed by this Ordinance and all moneys in the respective Bond and Interest Redemption Funds shall be used solely to pay the principal of, redemption premium, if any, and interest on the respective Series of Bonds, and for no other purpose, and withdrawals therefrom shall be made only to effect payment of the principal of, redemption premium, if any, and interest on the respective Series of Bonds. Earnings on investments in the Bond and Interest Redemption Fund, including the accounts therein, shall be added to and become a part of such respective Funds and the accounts therein.

There may be established in the respective Bond and Interest Redemption Funds from time to time a capitalized interest account to provide for the payment of interest on the Bonds of a particular Series as may be permitted hereunder. Any such account shall be created by a Supplemental Ordinance relating to the issuance of the Bonds of such Series. Any earnings from the investment of funds in the capitalized interest account not required to pay interest on the Bonds of any Series during the period for which interest on the Bonds of such Series is capitalized shall be paid over to the County for deposit in the Construction Fund created by the Supplemental Ordinance relating to such Bonds or, if such Construction Fund has been terminated or no such fund was created, such earnings shall be retained in the appropriate Bond and Interest Redemption Fund.

Unless and except as is otherwise set forth in the Supplemental Ordinance, not later than the 15th day of the month following the month in which each Series of Bonds are delivered to the initial purchasers thereof, and not later than the 15th day of each month thereafter, the County shall transfer or cause to be transferred to the Custodian/Trustee for deposit into the respective Bond and Interest Redemption Funds from the moneys in the Revenue Fund, the amounts hereinafter set forth.

(a) There shall be established and maintained, for the purpose of paying the interest on the respective Series of Bonds as the same becomes due and payable, an Interest Account in the respective Bond and Interest Redemption Funds. Unless and except as is otherwise set forth in the Supplemental

Ordinance, not later than the 15th day of the month following the month in which each respective Series of Bonds is delivered to the initial purchasers thereof, and not later than the 15th day of each month thereafter, the County shall transfer or cause to be transferred to the Custodian/Trustee for deposit into the respective Bond and Interest Redemption Funds for credit to the Interest Account an amount (until the moneys on deposit therein equal the amount needed) such that, if the same amount is credited to the Interest Account not later than the 15th day of each calendar month preceding the next date upon which an installment of interest falls due on the respective Series of Bonds, the aggregate of the amounts so paid and credited to the Interest Account would on such date be equal to the installment of interest then falling due on the respective Series of Bonds then Outstanding. In making any of the deposits to the Interest Account required by this paragraph (a), consideration shall be given to and allowance made for accrued interest received upon delivery of each Series of Bonds to the initial purchasers and for any other credits (including any interest earnings therein) otherwise made to such Account.

(b) There shall be established and maintained, for the purpose of paying the principal of the Bonds as they mature, whether at maturity or by mandatory sinking fund redemption, a Principal Account in the respective Bond and Interest Redemption Funds. Unless and except as is otherwise set forth in the Supplemental Ordinance, not later than the 15th day of the twelfth month prior to each date upon which an installment of principal of a respective Series of Bonds falls due or mandatory sinking fund redemption date, and on or before the 15th day of each calendar month thereafter, the County shall transfer or cause to be transferred to the Custodian/Trustee for deposit into the respective Bond and Interest Redemption Funds to the credit of the Principal Account an amount (until the moneys on deposit therein equal the amount needed) such that, if the same amount were credited to the Principal Account on or before the 15th day of each succeeding month thereafter and prior to the next date upon which an installment of principal falls due on the respective Series of Bonds or mandatory sinking fund redemption date, the aggregate of the amounts so paid and credited to the Principal Account would on such date be equal to the installment of principal or mandatory sinking fund redemption payment on the respective Series of Bonds then falling due. In making any of the deposits to the Principal Account required by this paragraph (b), consideration shall be given to and allowance made for any other credits (including any interest earnings therein) otherwise made to such Account.

(c) If, on the dates when the payments required by paragraphs (a) and (b) of this Section are to be made, the aggregate of (i) the payments required by said paragraphs (a) and (b); (ii) previous monthly payments made by the County; and (iii) the remaining payments to be made prior to the succeeding date on which principal or interest, or both, as the case may be, will be due and payable, will be less than the sum required to effect the payment of the succeeding installment of principal or interest, or both, as the case may be, moneys in the applicable Debt Service Reserve Fund shall be added to the payment to be made pursuant to said paragraphs (a) and (b).

Moneys in the respective Bond and Interest Redemption Funds shall be used and applied solely to the payment of the interest on and the retirement of the principal of and redemption premium, if any, on the respective Series of Bonds and shall be used and applied in accordance with the provisions of this Section and this Ordinance. The moneys paid into the respective Bond and Interest Redemption Fund shall be held by the Custodian/Trustee in trust solely for the purpose of paying the interest on and the retirement of the principal of and redemption premium, if any, on the respective Series of Bonds and withdrawals from such Funds shall be made by the Custodian/Trustee in order to transfer such moneys to the Paying Agent for the respective Series of Bonds. Such withdrawals shall be made so that the necessary moneys shall be available to the Paying Agent not later than one (1) Business Day prior to the day on which principal or interest or both, and redemption premium, if any, as the case may be, are payable on the Bonds.

Section 7.8. Debt Service Reserve Fund. A Supplemental Ordinance may provide for the establishment of a Debt Service Reserve Fund for any Series of Bonds. Each Debt Service Reserve Fund shall bear a separate Series designation as may be necessary to distinguish such Debt Service Reserve Fund and shall, subject to certain provisions of this Ordinance, be maintained in an amount equal to the applicable Reserve Fund Requirement, as determined pursuant to a Supplemental Ordinance so long as the applicable Series of Bonds shall be Outstanding. Each such Fund is intended to insure the timely payment of the principal of and interest on the applicable Series of Bonds and to provide for the redemption of such Series of Bonds prior to their stated maturities. The respective Debt Service Reserve Funds shall be kept on deposit with the Custodian/Trustee, and withdrawals therefrom shall be made for the purposes provided in this Ordinance.

Moneys in each Debt Service Reserve Fund shall be used for the following purposes, and for no other:

- (a) To prevent a Default in the payment of the principal of or interest on the applicable Series of Bonds, by reason of the fact that moneys in the applicable Bond and Interest Redemption Fund are insufficient for such purposes;
- (b) To pay the principal of, interest on, and redemption premium, if any, of the applicable Series of Bonds in the event that all Outstanding Bonds of such Series be redeemed as a whole;
- (c) To effect partial redemption of the applicable Series of Bonds, provided that such redemption be undertaken in accordance with the provisions of this Ordinance permitting a partial redemption of the applicable Series of Bonds and the balance remaining in the applicable Debt Service Reserve Fund following such partial redemption shall not be less than the Reserve Fund Requirement;
- (d) To effect the retirement of a Series of Bonds through purchase under the conditions herein prescribed.

Whenever the market value (determined as of the valuation date specified in Section 6.13 hereof) of the cash and securities in the applicable Debt Service Reserve Fund shall exceed the Reserve Fund Requirement, such excess may be used at the direction of the County either (i) to repurchase and retire the applicable Series of Bonds at prices not exceeding the call price first to become available or then prevailing or (ii) to transfer to the Revenue Fund or, at the option of the County, to the Construction Fund during the period of construction or acquisition of a Project. Purchases of Bonds shall be effected by the County through the Registrar, and whenever Bonds shall have been purchased pursuant to this authorization, it shall be the duty of the Registrar to cancel and destroy such Bonds and to deliver certificates evidencing such act to the County.

Whenever the aggregate value of cash and securities in any Debt Service Reserve Fund shall be less than the applicable Reserve Fund Requirement as a result of a withdrawal of funds therefrom, there shall be deposited in the applicable Debt Service Reserve Fund over the next succeeding twelve (12) months, successive equal monthly installments of the amount necessary to reestablish in the applicable Debt Service Reserve Fund its respective Reserve Fund Requirement.

In lieu of the deposit of moneys into the Debt Service Reserve Fund established with respect to any Series of Bonds to meet the Reserve Fund Requirement with respect to that Series, the County may cause to be credited a surety bond or an insurance policy payable to, or a letter of credit in favor of, the

Custodian/Trustee for the benefit of the Holders of the Bonds meeting the standard set forth in the Supplemental Ordinance authorizing that Series of Bonds. The amount of moneys required to be deposited to the Debt Service Reserve Fund shall be reduced by the amount of the surety bond, insurance policy, or letter of credit. The surety bond, insurance policy, or letter of credit shall be payable (upon the giving of notice as required thereunder) on any Interest Payment Date on which moneys will be required to be withdrawn from the Debt Service Reserve Fund and applied to the payment of the principal of or interest on any Bonds of that Series but only to the extent that withdrawals cannot be made by amounts then credited to the Debt Service Reserve Fund.

If the County obtains a surety bond, insurance policy or letter of credit in substitution for moneys deposited to the applicable Debt Service Reserve Fund as may be permitted under the applicable Supplemental Ordinance, excess moneys in the respective Debt Service Reserve Funds shall be transferred to the applicable Construction Fund, or if one does not exist, be deposited as the County deems advisable.

Section 7.9. Depreciation Fund. There is hereby established a Depreciation Fund.

On or before the 15th day of the month following the month in which Bonds are delivered to the initial purchasers thereof, and on or before the 15th day of each and every month thereafter, the County shall deposit into the Depreciation Fund 1/12th of the amount determined in the Annual Budget prepared for the Combined System including the Lower Richland System. Moneys in the Depreciation Fund shall be used to build up a reserve for the depreciation of the Lower Richland System and used for the purpose of restoring depreciated or obsolete items of the Lower Richland System. Moneys in these funds shall be used solely for such purposes, but shall be transferred to the applicable Bond and Interest Redemption Fund whenever necessary in order to prevent a default in the payment of principal or interest when due on any Bonds.

Moneys in the Depreciation Fund shall be held by a bank or other financial institution designated by the County or its designee, and withdrawals from the Depreciation Fund shall be made by or on order of the County.

Section 7.10. Contingent Fund. There is hereby established a Contingent Fund.

On or before the 15th day of the month following the month in which Bonds are delivered to the initial purchasers thereof, and on or before the 15th day of each and every month thereafter, the County shall deposit into the Contingent Fund 1/12th of the amount determined in the Annual Budget prepared for the Combined System including the Lower Richland System. Moneys in the Contingent Fund shall be used to build up a reasonable reserve for improvements, betterments, and extensions to the Lower Richland System, other than those necessary to maintain the Lower Richland System in good repair and working order. Moneys in these funds shall be used solely for such purposes, but shall be transferred to the applicable Bond and Interest Redemption Fund whenever necessary in order to prevent a default in the payment of principal or interest when due on any Bonds.

Moneys in the Contingent Fund shall be held by a bank or other financial institution designated by the County or its designee, and withdrawals from the Contingent Fund shall be made by or on order of the County.

Section 7.11. Application of Remaining Revenues. After making payment for the Expenses of Operating and Maintaining the Lower Richland System; and after making payments on the Bonds; and after making the required deposits and payments, if any, to the applicable Debt Service Reserve Fund; and after providing for the payment of Junior Bonds; and after making the deposits to the Depreciation Fund and the Contingent Fund, the Revenues of the Lower Richland System shall then be used to meet any other

obligations of the County, which are or which shall become charges, liens or encumbrances upon the Revenues of the Lower Richland System; and then disposed of by the County as it may determine from time to time to be for the best interest of the Lower Richland System.

Section 7.12. Establishment of Construction Fund. There shall be established with the Custodian a Construction Fund with respect to each Series of Bonds (other than for Bonds issued pursuant to Section 3.4 hereof, if applicable) in the Supplemental Ordinance providing for their issuance, the moneys in which shall be used to defray the cost of the Project and to pay any Costs of Acquisition and Construction with respect to the facilities so financed. On the occasion of the delivery of any Series of Bonds, the proceeds therefrom shall be paid into the Construction Fund established for such Series as set forth in a Supplemental Ordinance authorizing their issue. Withdrawals from the Construction Fund shall not be made except as provided in the Supplemental Ordinance establishing such Construction Fund.

Section 7.13. Investment of Funds. Moneys held for the credit of the respective Bond and Interest Redemption Funds shall be invested, to the fullest extent practicable and reasonable, in Permitted Investments which shall mature prior to the respective dates when the moneys held for the credit of such Fund will be required for the purpose intended. Moneys in any other funds established by this Ordinance shall be invested, to the fullest extent practicable, in Permitted Investments, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such funds. Investment instructions shall be given from time to time in writing by an authorized officer of the County to the Custodian/Trustee.

The Custodian/Trustee and the Custodian or other depository shall value on an annual basis Permitted Investments in the various funds established by this Ordinance and forward such valuation to the County. Until changed pursuant to written instructions from the County, such evaluation shall be made on June 30 of each year. If as a result of such evaluation, there is a shortage in the amount or amounts to be deposited in such fund or funds, the County shall replenish such funds to the required levels within 120 days of such shortage.

The value of Permitted Investments (except investment agreements) shall be determined by the Custodian/Trustee or the Custodian or other depository at the market value thereof, exclusive of accrued interest, provided, however, Permitted Investments in any Debt Service Reserve Fund shall be valued at cost if the maturity thereof is one year or less and shall be valued at market value and marked to market annually if the maturity thereof is longer than one (1) year.

Except as otherwise provided herein, all interest earnings when realized shall be deposited or transferred to the Revenue Fund. Expenses of purchase, safekeeping, sale and redemption and all other expenses attributable to such investments shall be operating expenses of the System.

ARTICLE VII

COVENANTS

Section 8.1. Rates and Charges. The County covenants and agrees to operate the Combined System in an efficient and economical manner and establish, levy, maintain, revise and collect such fees, rates and other charges for the use of the services and facilities furnished by the Combined System as may be necessary or proper. The County covenants and agrees to operate the Lower Richland System in an efficient and economical manner and establish, levy, maintain, revise and collect such fees, rates and other charges for the use of the services and facilities furnished by the Lower Richland System as may be necessary or proper, which fees, rates, and other charges, together with other available moneys, shall at all times be at least sufficient after making due and reasonable allowances for contingencies and for a margin of error in estimates to provide an amount equal to (a) one hundred percent (100%) of the amounts required to be deposited into the Operation and Maintenance Fund for the then current Fiscal Year; (b) one hundred twenty percent (120%) of the amounts required to be deposited into each Bond and Interest Redemption Fund for the then current Fiscal Year; (c) one hundred percent (100%) of the amounts required to be deposited into each Debt Service Reserve Fund for the then current Fiscal Year; (d) one hundred percent (100%) of the amounts required to be deposited into the Depreciation Fund for the then current Fiscal Year; (e) one hundred percent (100%) of the amounts required to be deposited into the Contingent Fund for the then current Fiscal Year; and (f) one hundred percent (100%) of the amounts required to provide for payment of any Junior Bonds for the then current Fiscal Year; and (g) the amounts necessary to comply in all respects with the terms of this Ordinance or any other contract or agreement with the Holder of a Bond (such obligation hereafter referred to as the "Rate Covenant").

Section 8.2. Statutory Lien. There is hereby created and established in accordance with Section 6-21-330 of the South Carolina Code of Laws 1976, as amended, a statutory lien upon the System in favor of the Holders from time to time of the Bonds. The Lower Richland System shall remain subject to such statutory lien until payment in full of the principal of and interest on the Bonds.

Section 8.3. To Pay Principal, Premium, and Interest on the Bonds. The County covenants and agrees to punctually pay, or cause to be paid, out of the Net Revenues pledged to such payment in Article VI hereof, the principal of, redemption premium, if any, and the interest on each and every Bond issued under the provisions of this Ordinance, at the place, on the dates and in the manner provided herein.

Section 8.4. Operation of Combined System including the Lower Richland System. The County covenants and agrees it shall at all times operate the System properly and in an efficient and economical manner and will maintain, preserve and keep the same with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make all necessary and proper repairs and replacements so that at all times the operation of the System may be properly and advantageously conducted.

Section 8.5. Records, Accounts and Audits. The County covenants and agrees to keep proper books of records and accounts, in which complete and correct entries shall be made of all transactions relating to the Combined System including the Lower Richland System. A complete financial statement of the Combined System, including the Lower Richland System, shall be prepared in accordance with generally accepted accounting principles by an Accountant within such time limit as may established in a Supplemental Ordinance authorizing a Series of Bonds. As long as the County is indebted to the United States of America, acting through Rural Development, the County covenants to comply with reporting requirements of Rural Development, as set forth in a Supplemental Ordinance authorizing the issuance of a Series of Bonds. The County will cause to be furnished to the Custodian/Trustee and any Holder of any of the Bonds who makes written request therefor a copy of such statement. Such records shall be kept in accordance with the standards from time to time prescribed by the Governmental Accounting Standards Association or its successor. The County will cause to be furnished to any Holder of any of the Bonds, who make written request therefor, copies of financial statements certified by an Accountant. The County shall deliver to the Custodian/Trustee, annually, within sixty (60) days after the close of each Fiscal Year, a certificate demonstrating compliance with the Rate Covenant.

Section 8.6. Sale, Lease or Other Encumbrances. Other than the Bonds, Junior Bonds, Special Facilities Bonds, or obligations authorized or permitted hereby, the County covenants and agrees not to issue any bonds, notes, certificates or other obligations or evidences of indebtedness secured by a pledge of the Net Revenues. The County further covenants and agrees that it will not create or cause to be created any lien or charge on the Revenues other than the liens and charges created or permitted to be created hereby, and no part of the Lower Richland System will be sold, mortgaged, leased or otherwise disposed of or encumbered; provided, however, the County may from time to time permanently abandon the use of, sell, trade or lease any property forming a part of the System, which the County determines is no longer necessary or useful or profitable in the operation of the System, or necessary to produce or maintain the Revenues thereof, or which is to be or has been replaced by other property so as not to impair the operation of the System. Any moneys received upon a sale hereunder shall be considered Revenues.

Section 8.7. Insurance. The County covenants and agrees to make provision to maintain adequate insurance on the works, plants, facilities and properties comprising the Combined System, including the Lower Richland System, against the risks, accidents or casualties, of the kinds and in at least the amounts which are usually and customarily carried on similar plants, properties and systems which are owned and operated by a public or municipal corporation, including without limiting the generality of the foregoing, fire, extended coverage, general liability and workmen's compensation, and also all additional insurance covering such risks as may be deemed necessary or desirable by the County or recommended by a competent independent engineer or other advisor employed for the purpose of making such recommendations. The Custodian/Trustee shall not be responsible for maintaining such insurance policies or copies thereof.

Section 8.8. No Free Service. The County covenants and agrees that no free service will be furnished by the Lower Richland System to the County or to any agency, instrumentality or person. The reasonable costs and value of any services of the System rendered to the County through the operation of the System shall be charged against the County and shall be paid as the service accrues from the current funds and such funds, when so paid, shall be accounted for in the same manner as other Revenues of the System.

Section 8.9. Annual Budget. Prior to the beginning of each Fiscal Year, the County covenants and agrees to prepare an annual budget for the ensuing Fiscal Year which shall set forth in reasonable detail the estimated Revenues and Operation and Maintenance Expenses, debt service requirements, payments to the Depreciation Fund and Contingent Fund and other expenditures of the Combined System including the Lower Richland System for such Fiscal Year. Following the end of each fiscal quarter and at such other times as the County shall determine, the County shall review its estimates set

forth in the annual budget for such Fiscal Year, and in the event such estimates do not substantially correspond with actual Revenues, operation and maintenance expenses or other requirements, or if there are at any time during any such Fiscal Year extraordinary receipts or payments of unusual costs, the County may prepare an amended annual budget for the remainder of such Fiscal Year. The County also may at any time adopt an amended annual budget for the remainder of the then current Fiscal Year.

ARTICLE IX

CUSTODIAN/TRUSTEE; CUSTODIANS

Section 9.1. Custodian/Trustee. Prior to the delivery of the initial Series of Bonds, the County shall designate a Custodian/Trustee in the Supplemental Ordinance and the Custodian/Trustee shall signify its acceptance of the powers, duties and obligations conferred and imposed upon it by this Ordinance by executing and delivering to the County a written instrument of acceptance.

The Custodian/Trustee shall (a) prior to the occurrence of an Event of Default as set forth in Article XI hereof which the Custodian/Trustee has or is deemed to have notice hereunder and after the curing of all Events of Default which may have occurred, perform such duties and obligations, and only such duties and obligations, as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Custodian/Trustee, and (b) during the existence of any Event of Default which the Custodian/Trustee has or is deemed to have notice hereunder (which has not been cured or waived) exercise the rights and powers vested in it by this Ordinance and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

No provisions of this Ordinance shall be construed to relieve the Custodian/Trustee from liability for its own negligence, intentionally wrongful action or failure to act.

At all times, (1) the Custodian/Trustee shall not be liable for any error of judgment made in good faith by an officer or employee of the Custodian/Trustee unless it shall be provided that the Custodian/Trustee was negligent in ascertaining the pertinent facts; (2) the Custodian/Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority (or such lesser percentage as is specifically required or permitted by this Ordinance) in the aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting a proceeding for any remedy available to the Custodian/Trustee, or exercising any trust or power conferred upon the Custodian/Trustee under this Ordinance; (3) in the administration of the trusts of this Ordinance, the Custodian/Trustee may execute any of the trusts or powers hereof directly or through its agents or attorneys. The Custodian/Trustee may consult with counsel and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

The Custodian/Trustee may conclusively rely upon the authenticity of, and the truth of the statements and the correctness of the opinions expressed in, and shall be protected in acting upon any note, resolution, request, consent order, certificate, report, opinion, note, or other paper or document furnished to it pursuant to any provision of this Ordinance, believed by it to be genuine and to have been signed and presented by the proper party. The Custodian/Trustee is not required to make any inquiry or investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, bond, debenture or other paper or document but the Custodian/Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters

as it may see fit and, if the Custodian/Trustee determines to make such further inquiry or investigation, it is entitled to examine the books, records and premises of the County, in person or by agent or attorney.

The Custodian/Trustee shall not be required to take notice or be deemed to have notice or actual knowledge of any event of default specified in Article X hereof other than a payment default described in subparagraphs A or B of Section 12.1 unless the Custodian/Trustee shall receive from the County or the Holder of any Bond written notice stating that an Event of Default hereunder has occurred and specifying the same, and, in the absence of such notice, the Custodian/Trustee may conclusively assume that there is no such Event of Default.

The Custodian/Trustee shall be entitled to payment of and reimbursement by the County for reasonable fees and expenses for its services rendered hereunder and all advances and counsel fees and expenses reasonably and necessarily made or incurred by the Custodian/Trustee in connection with such services.

The Custodian/Trustee shall not, in any event, be required to take, defend, or appear in any legal action or proceeding hereunder or to exercise any of the trusts or powers hereof unless it shall first be adequately indemnified to its satisfaction as to terms, coverage, duration, amount and otherwise against the costs, expenses, and liabilities which may be incurred thereby. Every provision of this Ordinance relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions hereof.

The Custodian/Trustee may execute any of its trusts or powers or perform any duties under this Ordinance either directly or by or through agents or attorneys, and may in all cases pay, subject to reimbursement from the County, such reasonable compensation as it deems proper to all such agents and attorneys reasonably employed or retained by it, and the Custodian/Trustee shall not be responsible for any misconduct or negligence of any agent or attorney appointed with due care by it.

The Custodian/Trustee is not required to give any bond or surety with respect to the performance of its duties or the Custodian/Trustee shall not be responsible for any misconduct or negligence of any agent or attorney appointed with due care by it.

The Custodian/Trustee is not required to give any bond or surety with respect to the performance of its duties or the exercise of its powers under this Ordinance.

The Custodian/Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Ordinance shall extend to the Custodian/Trustee's officers, directors, agents, attorneys, and employees. Such immunities and protections and right to indemnification, together with the Custodian/Trustee's right to compensation, shall survive the Custodian/Trustee's resignation or removal, the discharge of this Ordinance, and the final payment of all Bonds issued hereunder.

The permissive right of the Custodian/Trustee to take the actions permitted by this Ordinance shall not be construed as an obligation or duty to do so.

Whether or not expressly so provided, every provision of this Ordinance relating to the conduct or affecting the liability of or affording protection to the Custodian/Trustee is subject to the provisions of this Section.

Section 9.2. Resignation of Custodian/Trustee. The Custodian/Trustee may resign at any time and be discharged of its duties and obligations hereunder by giving 30 days' written notice to the County and to the Holders of the Bonds by first class mail, postage prepaid, of such resignation. No resignation will become effective until a successor Custodian/Trustee has been appointed and accepts such appointment as provided below. Upon receiving notice of resignation, the County shall promptly appoint such successor Custodian/Trustee by an instrument in writing executed by order of its Council. In the event a successor Custodian/Trustee has not been appointed within 60 days of the date notice of resignation is given, the Custodian/Trustee at the County's expense, may apply to any court of competent jurisdiction for the appointment of a successor Custodian/Trustee to act until such time as a successor is appointed as provided in this Section.

Unless otherwise ordered by a court or regulatory body having competent jurisdiction, or unless required by law, any successor Custodian/Trustee shall, if there is such an institution willing, qualified and able to accept the trust upon reasonable or customary terms, be a bank, bank holding company or trust company or wholly-owned subsidiary of a bank holding company or trust company in good standing, qualified to act hereunder, and having a capital and earned surplus of not less than \$25,000,000.

Any successor Custodian/Trustee appointed as provided in this section, shall execute, acknowledge and deliver to the County and its predecessor Custodian/Trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor Custodian/Trustee shall become effective, the predecessor Custodian/Trustee shall immediately be discharged and released from all duties and obligations hereunder and such successor Custodian/Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor of the trust hereunder. Upon the request of any such successor Custodian/Trustee, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Custodian/Trustee all such rights, powers and duties. Upon acceptance of appointment by a successor Custodian/Trustee, the County shall notify the registered owner of each Bond then Outstanding by first-class mail, postage prepaid.

The predecessor Custodian/Trustee shall execute any and all documents necessary or appropriate to convey all interest it may have to the successor Custodian/Trustee. The predecessor Custodian/Trustee shall promptly transfer all funds to the successor Custodian/Trustee and deliver all records relating to the trust or copies thereof and communicate all material information it may have obtained concerning the trust to the successor Custodian/Trustee.

Any corporation or association into which the Custodian/Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger, or any corporation or association succeeding to the business of the Custodian/Trustee, shall be the successor of the Custodian/Trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto.

Each, every and all funds and accounts held by the Trustee shall be impressed with a trust for the benefit of the Holders of the Bonds, under the provisions of this Ordinance and of the Act.

Section 9.3. Removal of Custodian/Trustee. Upon 30 days' written notice, the County, with the consent and approval of the Holders of not less than 50% of the Bonds then Outstanding, provided that an Event of Default shall not have occurred and be continuing, may remove the Custodian/Trustee. The removal of the Custodian/Trustee under this Section 9.3 shall not be effective until a successor Custodian/Trustee has been appointed and has accepted the duties of Custodian/Trustee.

The Holders of a majority in aggregate principal amount of the Bonds at the time outstanding may, upon 30 days' written notice to the Custodian/Trustee and the County, remove the Custodian/Trustee and appoint a successor Custodian/Trustee by instrument or instruments in writing signed by such Holders of the Bonds.

Section 9.4. Custodians. The Construction Fund shall be held by a bank, a trust company, a national banking association or a national association as Custodian under this Ordinance or a Supplemental Ordinance.

Section 9.5. Duties and Obligations of Custodian/Trustee and Custodians. The recitals of fact made in this Ordinance and in the Bonds shall be taken as statements of the County, and neither the Custodian/Trustee nor Custodian shall be deemed to have made any representations whatsoever as to the correctness of the same or as to the validity or sufficiency of this Ordinance or of the Bonds issued hereunder. Nor shall the Custodian/Trustee or any Custodian be under any responsibility or duty with respect to the issuance of the Bonds or the application of the proceeds thereof, except to the extent provided for herein, or in a Supplemental Ordinance. Nor shall the Custodian/Trustee or any Custodian be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in response to this Ordinance, or to the Bonds issued hereunder, or to advance any of its own moneys, unless properly indemnified to its satisfaction. Nor shall the Custodian/Trustee or any Custodian be liable in connection with the performance of its duties hereunder, except for its own negligence or misconduct.

Section 9.6. Custodian/Trustee and Custodians Protected in Relying upon Resolutions, etc. The Custodian/Trustee and all Custodians shall at all times be protected in acting upon any notice, resolution, request, consent, order, certificate, statement, opinion, bond, or other paper or document believed to be genuine and to have been signed by the proper party or parties.

ARTICLE X

AMENDMENTS OR SUPPLEMENTS TO ORDINANCE

Section 10.1. Amendments or Supplements to Ordinance. The County shall not amend this Ordinance except in accordance with the provisions of this Article.

A. The County may, from time to time and without the consent of any Holder of the Bonds enact an ordinance amendatory hereof or supplemental thereto (a) for the purpose of providing for the issuance of Bonds pursuant to the provisions of Article IV hereof, or (b) (i) making any amendments or modifications hereto which may be required to permit this Ordinance to be qualified under the Trust Indenture Act of 1939, as amended; (ii) making any modification or amendment to this Ordinance not inconsistent herewith required for the correction of language or to cure any ambiguity or defective provisions, omission, mistake or manifest error herein contained; (iii) making any amendments or supplements hereto to grant to or confer upon the Holders additional rights, remedies, power and authority, or to grant to or confer upon any Holders, committee or trustee for the Holders any additional rights, power or authority; or (iv) to add to the security of the Holders of the Bonds.

B. From time to time the Holders of 66-2/3% in principal amount of the Bonds then Outstanding, by an instrument or instruments in writing signed by such Holders and filed with the County and the Custodian/Trustee, shall have power to assent to and authorize any modification or amendment to the provisions of this Ordinance that may be proposed by the County or of the rights and obligations of the County and of the Holders of Bonds issued hereunder; and any action herein authorized to be taken with the assent and authority given as aforesaid of the Holders of 66-2/3% in principal amount of the Bonds at the

time Outstanding shall be effective and binding upon all of the Holders of Bonds issued hereunder; and any action herein authorized to be taken with the assent and authority given as aforesaid of the Holders of 66-2/3% in principal amount of the Bonds at the time Outstanding shall be effective and binding upon all of the Holders of Bonds Outstanding and upon the County as fully as though such action were specifically and expressly authorized by the terms of this Ordinance; provided always, that without the consent of the Holder of each Bond affected thereby, no such modification shall be made which will (a) extend the time of payment of principal of or the interest on any Bond, or reduce the principal amount thereof or the rate of interest thereon or the premium payable upon the redemption thereof, or (b) give to any Bond or Bonds any preference over any other Bond or Bonds, or (c) authorize the creation of any pledge prior to or, except as provided herein for the issuance of Series of Bonds, on a parity with the pledge afforded by this Ordinance, or (d) reduce the percentage in principal amount of the Bonds required to assent to or authorize any such modification to this Ordinance. For the purpose of computations required by this paragraph, Bonds directly or indirectly owned or controlled by the County shall be disregarded.

Any modification or amendment or supplement to the provisions of this Ordinance or of any Supplemental Ordinance supplemental hereto shall be set forth in an ordinance to be enacted by the County.

ARTICLE XI

EVENTS OF DEFAULT

Section 11.1. Events of Default. With respect to the Bonds, the following shall constitute “Events of Default”:

A. If payment of the principal of any Bond, whether at maturity or by proceedings for redemption, by declaration as provided in Article XII hereof, or otherwise, is not made by the County after the same has become due and payable; or

B. If payment of any installment of interest on any Bond is not made by the County as the same becomes due and payable; or

C. If the County shall fail in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the Bonds or in this Ordinance or in any Supplemental Ordinance on the part of the County to be performed, and such failure continues for 30 days after written notice specifying such failure and requiring the same to be remedied has been given to the County by the Custodian/Trustee, or the Holders of not less than 20% in principal amount of the Bonds then Outstanding or any trustee or committee therefor; or

D. If any proceedings are instituted, with the consent or acquiescence of the County, for the purpose of effecting a composition between the County and its creditors and if the claim of such creditors is in any circumstance payable from any of the Revenues or any other moneys pledged and charged in this Ordinance or any Supplemental Ordinance for the payment of the Bonds, or any such proceedings are instituted for the purpose of adjusting the claims of such creditors, pursuant to any Federal or State statute now or hereafter enacted; or

E. If an order or decree is entered (a) with the consent or acquiescence of the County, appointing a receiver or receivers of the Lower Richland System or any of the facilities thereof; or (b) without the consent or acquiescence of the County, appointing a receiver or receivers of the Lower Richland System

or any of the facilities thereof and if, in either case, such order or decree having been entered is not vacated or discharged or stayed on appeal within 60 days after the entry thereof; or

F. If, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the Lower Richland System or any of the facilities thereof, and such custody or control is not terminated within 90 days from the date of assumption of such custody or control; or

G. If the County is for any reason rendered incapable of fulfilling its obligations hereunder in any material respect.

Subject to the provisions, limitations and conditions of Sections 12.1 and 12.2 of Article XII hereof, insofar as the remedies provided in said provisions are concerned, nothing in Section 21.3 of Article XII hereof or in this Article, and particularly nothing in paragraph C of this Section 11.1, shall prohibit or limit, or be construed as prohibiting or limiting any Holder of a Bond from enforcing the duties of the County, or any of the officers thereof, under any provisions of this Ordinance (including, without limiting the generality of the foregoing, the duties imposed by or referred to in Section 12.3 hereof) by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction, even though the failure of the County or any of the officers thereof to perform any such duty may not then constitute an “Event of Default” as defined in this Article.

ARTICLE XII

REMEDIES UPON EVENT OF DEFAULT

Section 12.1 Declaration of Principal and Interest as Due. Upon the occurrence of an Event of Default, and at any time thereafter while such Event of Default continues, then and in each and every case the Custodian/Trustee in its own name and as trustee of an express trust, on behalf and for the benefit and protection of the Holders of all Outstanding Bonds, may proceed, and upon the written request of the Holders of not less than 25% in principal amount of the Bonds then Outstanding, shall proceed to declare the principal of all Bonds then Outstanding, together with all accrued and unpaid interest thereon, if not already due, to be due and payable immediately, and upon any such declaration the same shall become and be due and payable immediately, anything contained in this Ordinance or any Supplemental Ordinance hereto or in any of the Bonds to the contrary notwithstanding. This provision is also subject, however, to the condition that, if at any time after the principal of the Bonds, together with the accrued and unpaid interest thereon and other moneys secured hereby, have been so declared due and payable and before any further action has been taken (other than the making of the above declaration), the principal amount of all Bonds which have matured either according to the maturity date or dates otherwise specified therein (except as a result of such declaration) and all arrears of interest upon all Bonds, except interest accrued but not yet due on said Bonds, have been paid or caused to be paid, and all other Events of Default, if any, which have occurred have been remedied, cured or secured, then and in each and every such case the Holders of 25% in principal amount of the Bonds then Outstanding, by notice in writing delivered to the Custodian/Trustee and the County, may waive such Default and its consequences and rescind and annul such declaration. No such waiver or rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power related to such subsequent Default.

Section 12.2. Appointment of a Receiver. Upon the occurrence of an Event of Default described in paragraphs A and B of Section 11.1 hereof, and at any time thereafter while such default continues, the Custodian/Trustee or the Holders of not less than 25% in principal amount of the Bonds then Outstanding or any custodian/trustee therefor, may apply to a court of competent jurisdiction for the

appointment of a receiver. Any receiver so appointed shall (a) enter into and upon and take possession of the Lower Richland System, to the exclusion of the County if such court so directs; (b) have, hold, use, operate, manage and control the Lower Richland System as such receiver may deem best; and (c) exercise all rights and powers of the County with respect to the Lower Richland System as the County itself may do. In addition, the receiver shall (a) maintain, restore and insure the Lower Richland System and from time to time make all necessary and proper repairs to the Lower Richland System as such receiver may deem expedient; (b) establish, levy, maintain and collect such fees, rentals and other charges in connection with the Lower Richland System as such receiver may deem necessary or proper and reasonable; and (c) collect and receive all revenues, deposit such revenues in a separate account and apply such revenues so collected and received in such manner as the court shall direct.

Notwithstanding anything contained in this Ordinance or the Act, such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of whatever kind or character of the County and useful to the Lower Richland System, other than in the ordinary course of Lower Richland System business.

Section 12.3. Suits at Law or in Equity and Mandamus. In case any one or more of the Events of Default shall happen and be continuing, then and in every such case, but subject to the provisions, limitations and conditions of Sections 12.1 and 12.2 of this Article so far as the remedies provided in said provisions are concerned, the Holder of any Bond at the time Outstanding, or Custodian/Trustee therefor, may, for the equal benefit and protection of all Holders of the Bonds similarly situated,

- (a) by mandamus or other suit, action or proceedings at law or in the equity, enforce such Bondholder's right against the County and require and compel the County to perform and carry out its duties and obligations under the Act and this Ordinance, and to perform and carry out its covenants and agreements with the Bondholders;
- (b) by action or suit in equity require the County to account as if such County were the trustee of an express trust;
- (c) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders; or
- (d) bring suit upon the Bonds.

Section 12.4. Remedies Not Exclusive; Effect of Waiver of Default; Effect of Abandonment of Proceedings or Adverse Determination. The Holders from time to time of the Bonds shall be entitled to all the remedies and benefits of this Ordinance as are and as shall be provided by law, and, subject to the provisions of Sections 12.1 and 12.2 of this Article, nothing herein shall be construed to limit the rights or remedies of any such Holders under any applicable statute that may now exist or be enacted thereafter. No remedy conferred by the Act and this Article upon any Holder of any Bond is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred by the Act and this Article or by any other law now or hereafter existing. Every substantive right and remedy conferred upon the Holders of the Bonds may be enforced and exercised from time to time and as often as may be deemed expedient.

No waiver of any default or breach of duty or contract by any Holder of any Bond shall extend to or affect any subsequent default or breach of duty or contract, or shall impair any rights or remedies

thereon. No delay or omission of any Holder of a Bond to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein.

In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and then discontinued or abandoned, or shall be determined adversely to Holders of the Bonds then and in every such case, the County and such Holders shall be restored to their former positions and rights and remedies as if no suit, action or proceeding had been brought or taken.

Section 12.5. Restrictions on Bondholder's Action.

A. No Holder of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of this Ordinance or the execution of any trust under this Ordinance or for any remedy under this Ordinance unless such Holder shall have previously given to the Custodian/Trustee written notice of the happening of an Event of Default and the Holders of at least twenty-five percent (25%) in principal amount of the Bonds then Outstanding shall have filed a written request with the Custodian/Trustee and shall have offered the Custodian/Trustee reasonable opportunity, either to exercise the powers granted in this Ordinance or by the laws of the State or to institute such action, suit or proceeding in its own name, and unless such Holders shall have offered to the Custodian/Trustee adequate security and indemnity against the costs, fees (including reasonable attorneys' fees), expenses and liabilities to be incurred therein or thereby, and the Custodian/Trustee shall have refused to comply with such request for a period of 60 days after receipt by it of such notice, request an offer of indemnity, it being understood and intended that no one or more Holders of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by this Ordinance, or to enforce any right under this Ordinance, except in the manner therein provided; and that all proceedings at law or in equity to enforce any provision of this Ordinance shall be instituted, had and maintained in the manner provided in this Ordinance and for the equal benefit of all Holders of the Outstanding Bonds.

B. Nothing in this Ordinance or in the Bonds contained shall affect or impair the obligation of the County, which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed the principal of (and redemption premium, if any) and interest on the Bonds to the respective Holders thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Holder to enforce such payment of his Bond.

Section 12.6. Application of Revenues and Other Moneys After Default. During the continuance of an Event of Default, all moneys received by the Custodian/Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings taken in efforts to collect such moneys and of the fees, expenses and advances incurred or made by the Custodian/Trustee with respect thereto, including reasonable attorneys fees, be deposited in the respective Bond and Interest Redemption Funds, and all amounts held by the Custodian/Trustee hereunder shall be applied as follows (provided if more than one Bond and Interest Redemption Fund has been established, such amounts shall be paid ratably):

A. Unless the principal of all Outstanding Bonds shall have become or have been declared due and payable:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds in the order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the

payment thereof ratably, according to the amounts due thereon to the person entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal amounts or redemption premium, if any, of any Bonds which shall have become due (other than Bonds previously called for redemption in accordance with the provisions hereof), whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the principal amounts or redemption premium, if any, due on such date, to the persons entitled thereto, without any discrimination or preference.

B. If the principal amounts of all Outstanding Bonds shall have become or have been declared due and payable, to the payment of the principal amounts and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal amounts and interest, to the persons entitled thereto without any discrimination or preference.

C. If the principal amounts of all Outstanding Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then, subject to the provisions of paragraph (b) of this Section in the event that the principal amounts of all Outstanding Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (A) of this Section.

Whenever moneys are to be applied by the Custodian/Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Custodian/Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Custodian/Trustee shall apply such moneys, it shall fix the date (which shall be a Bond payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the principal amounts to be paid on such dates shall cease to accrue. The Custodian/Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of any Bond until such Bond shall be presented to the Custodian for appropriate endorsement of any partial payment or for cancellation if fully paid.

Whenever all Bonds and interest thereon have been paid under the provisions of this Section and all expenses and charges of the Custodian/Trustee have been paid, any balance remaining shall be paid to the person entitled to receive the same; if no other person shall be entitled thereto, then the balance shall be paid to the County or as a court of competent jurisdiction may direct.

ARTICLE XIII

MISCELLANEOUS

Section 13.1. Benefits of Ordinance Limited to the County, the Custodian/Trustee and Holders of the Bonds. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Bonds is intended or should be construed to confer upon or give to any person other than the County, the Custodian/Trustee and the Holders of the Bonds, any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement or provision herein contained. This Ordinance and all of

the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the County, the Custodian/Trustee and the Holders from time to time of the Bonds as herein and therein provided.

Section 13.2. Ordinance Binding Upon Successors or Assigns of the County. All the terms, provisions, conditions, covenants, warranties and agreements contained in this Ordinance shall be binding upon the successors and assigns of the County and shall inure to the benefit of the Custodian/Trustee, its successors or substitutes in trust and assigns, and the Holders of the Bonds.

Section 13.3. No Personal Liability. No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained in this Ordinance or the Bonds, against any member of the County, any officer or employee, as such, in his or her individual capacity, past, present or future, of the County, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance and the Bonds are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer or employee as such past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the Custodian/Trustee or the Bondholder or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member, officer and employee is, by the adoption of this Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the adoption of this Ordinance and the execution of the Bonds, expressly waived and released. The immunity of members, officers and employees of the County under the provisions contained in this Section 13.3 shall survive the termination of this Ordinance.

Section 13.4. Effect of Saturdays, Sundays and Legal Holidays. Whenever this Ordinance requires any action to be taken on a Saturday, Sunday, legal holiday or bank holiday in the State of South Carolina, such action shall be taken on the first Business Day occurring thereafter. Whenever in this Ordinance the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, legal holiday or bank holiday, in the State of South Carolina, such time shall continue to run until midnight on the succeeding Business Day.

Section 13.5. Partial Invalidity. If any one or more of the covenants or agreements or portions thereof provided in this Ordinance on the part of the County or the Custodian or any Paying Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements and portions thereof provided in this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds, but the Holders of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because of conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 13.6. Law and Place of Enforcement of Ordinance. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina and all suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in said State.

Section 13.7. Effect of Article and Section Headings and Table of Contents. The headings or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Ordinance.

Section 13.8. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 13.9. Effectiveness of Ordinance. This Ordinance shall become effective upon its enactment; provided, however, that it shall not be necessary for the County to establish the funds and accounts created in Article VII hereof prior to the issuance of any Bonds.

Section 13.10. Notices. All notices, certificates, or other communications hereunder or under this Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram addressed as follows:

Richland County
Post Office Box 192
Columbia, South Carolina 29202-0192
Attn: County Administrator

The County and the Custodian/Trustee, may, by notice given to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 12.11. Codification. This Ordinance shall be forthwith codified in the Code of County Ordinances in the manner required by law and the name shall be indexed under the general heading "Ordinance Lower Richland Sewer System Revenue Bonds."

Enacted this ____ day of _____, 2013.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin Washington, Chairman
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2013:

Michelle Onley, Interim Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

Date of First Reading:
Date of Second Reading:
Date of Third Reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
FIRST SUPPLEMENTAL ORDINANCE NO. _____

AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A SEWER SYSTEM IMPROVEMENT REVENUE BOND ANTICIPATION NOTE, SERIES 2013 (LOWER RICHLAND SEWER SYSTEM PROJECT PHASE I), OR SUCH OTHER APPROPRIATE SERIES DESIGNATION OF RICHLAND COUNTY, SOUTH CAROLINA, IN AN AMOUNT NOT TO EXCEED \$9,359,000; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE NOTE; PROVIDING FOR FORM AND DETAILS OF THE NOTE; PROVIDING FOR THE PAYMENT OF THE NOTE; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

Pursuant to the authority by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

Section 1. Findings and Determinations. The County Council (the “Council”) of Richland County, South Carolina (the “County”), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina, 1976, as amended (the “Code”), the Council/Administrator form of government was selected and the Council constitutes the governing body of the County.

(b) In the exercise of the powers vested in the County by the Constitution and statutes of the State of South Carolina, and in conformity with the provisions thereof, the County, pursuant to the favorable results of a referendum heretofore duly held on November 7, 1978, is authorized and empowered to acquire, construct and operate a Sewer system or systems in any of the unincorporated areas of the County.

(c) The Lower Richland System was created pursuant to General Bond Ordinance No. ____ -13HR enacted by the County Council on _____, 2013 and is administered as a division of the Combined Sewer System (as defined in the General Bond Ordinance).

(d) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, provides that a county may incur indebtedness payable solely from a revenue-producing project which source does not involve revenues from any tax or license.

(e) Title 11, Chapter 17, Code of Laws of South Carolina 1976, as amended (“Title 11”), provides that any borrower (the definition of which includes the County) whenever authorized by general or special law to issue bonds, may, pending the sale and issuance thereof, borrow in anticipation of the receipt of the proceeds of such bonds.

(f) The County has made general provision for the issuance from time to time of Sewer system revenue bonds (the “Bonds”) of the County through the enactment of Ordinance No. ____-13HR entitled “An Ordinance Providing For The Issuance Of Lower Richland Sewer System Revenue Bonds Of Richland County, South Carolina” (the “General Bond Ordinance”).

(g) The Phase I project involves providing sewer service to the Lower Richland neighborhood, Hopkins Middle School, Hopkins Elementary School, and Franklin Park Subdivision, as well as the acquisition of existing customers on Garners Ferry Road (the “Project”).

(j) The total cost of the Project is estimated to be \$12,937,700 to be financed with a loan from the Federal Government in the amount of \$9,359,000, a grant from the Federal Government in the amount of \$2,279,800, tap fee/applicant contribution of \$723,900, and an State Revolving Fund Authority Fund loan in the amount of \$575,000.

(k) The Government will, upon compliance by the County with the terms and conditions set forth in a letter dated January 30, 2013, to the Chairman of the County Council of the County, purchase a sewer system improvement revenue bond of the County in the maximum amount of \$9,359,000.

(l) It is in the best interest of the County to authorize the issuance and sale of a revenue bond pursuant to the Revenue Bond Act for Utilities, the General Bond Ordinance and a Supplemental Ordinance in the principal amount of not exceeding \$9,359,000 for the purpose of defraying a portion of the costs and expenses of the Project.

(m) Pending the issuance and sale of such revenue bond, it is in the best interest of the County to provide for the issuance of a Sewer system improvement revenue bond anticipation note in a principal amount not exceeding \$9,359,000 (the "BAN") in anticipation of the issuance of the aforesaid revenue bond and the receipt of the proceeds thereof.

Section 2. Delegation of Authority. The Council hereby delegates to the County Administrator the authority to offer the BAN by private sale at such time as deemed to be in the best interest of the County and to cause to be prepared and distributed an appropriate Notice of Sale. The County Administrator is hereby authorized and empowered to determine the principal amount of the BAN and to award the sale of the BAN to the bidder whose bid is in the best interest of the County in accordance with the terms of the Notice of Sale for the BAN, provided the net interest cost of the BAN does not exceed 6% per annum.

Section 3. Authorization of Bonds. Pursuant to the provisions of the Revenue Bond Act, there is hereby authorized to be issued, and the Council irrevocably obligates and binds itself to effect the issuance of, a Sewer system improvement revenue bond (the "Bond") of the County in the principal amount of not exceeding \$9,359,000, the proceeds of which will be used to pay the principal of the BAN. Prior to the issuance and sale of the Bond, the Council shall enact an ordinance setting forth the form and details of the Bond, provided such details shall be within the limitations contained in the Revenue Bond Act.

Section 4. Authorization of Bond Anticipation Note. Pending the issuance and delivery of the Bond authorized by Section 3 hereof, and pursuant to the provisions of Title 11, Chapter 17 of the Code, and for the purpose of paying a portion of the cost of the improvements described in Section 1(g) and other costs incidental to the Project including, but without limiting the generality of such costs, engineering, financial and legal fees, there is hereby authorized to be issued the BAN in a principal amount of not exceeding \$9,359,000 in anticipation of the receipt of the proceeds of the Bond.

The BAN shall be in fully-registered form, registered as to principal and interest in the name of the Bank; shall be dated as of the date of its issuance; shall mature not later than twelve (12) months from the date of its issuance; shall be of the denomination of not exceeding \$9,359,000, or such lesser amount as may be paid from time to time for the BAN; and shall bear interest on the respective principal amounts of the BAN advanced to the County from time to time at the rate reflected thereon.

The County shall have the right to prepay the principal of or interest on the BAN in whole without penalty.

Both the principal of and interest on the BAN shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts at such place as may be agreed upon with the Bank. The County shall serve as the Registrar/Paying Agent for the BAN.

If payment for the BAN is made in installments, the amount and date of each payment shall be endorsed on the BAN in the space provided therefor by the County Administrator of the County. Interest shall accrue on the amount paid for the BAN from the date of payment thereof.

The BAN shall be executed on behalf of the County by the manual or facsimile signature of the County Administrator and the corporate seal of the County or a facsimile thereof shall be impressed or reproduced thereon and attested by the Clerk to County Council by his or her manual or facsimile signature.

Section 5. Registration of BAN. The BAN shall be registered as to principal and interest in the name of the registered owner thereof at the office of the Clerk to Council on registry books to be kept for that purpose, after which no transfer of such BAN shall be effectual unless made on said books by the registered holder in person, or by his duly authorized legal attorney.

Section 6. Form of Note. The BAN shall be issued in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Section 7. Covenants of the County. The County hereby covenants with the Bank as follows:

(a) The County covenants that as long as the BAN shall be outstanding under the provisions of this Ordinance and except as is otherwise permitted in this Ordinance, it will not sell, trade or lease or otherwise dispose of or encumber the Lower Richland System or any part thereof. The County may, however, from time to time, sell or dispose of any property, real or personal, which in the judgment of the Council of the County is no longer necessary or useful or profitable in the operation of the Lower Richland System or necessary to produce and maintain the revenues thereof, or which is to be or has been replaced by other property so as not to impair the operations of the Lower Richland System. Amounts received from such sale or disposition shall be deposited to the credit of the Revenue Fund established in the General Bond Ordinance.

(b) The County covenants that it has not issued, nor will it cause to be issued, any notes or certificates of indebtedness of any type in anticipation of the issuance of the Bond, except the BAN.

(c) The County hereby covenants and agrees with the Bank that it will not take any action which will, or fail to take any action which failure will, cause interest on the BAN to become includable in the gross income of the Bank for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the BAN. The County further covenants and agrees with the Bank that no use of the proceeds of the BAN shall be made which, if such use had been reasonably expected on the date of issue of the BAN, would have caused the BAN to be an "arbitrage bond," as defined in Section 148 of the Code, and to that end the County hereby shall:

(i) comply with the applicable provisions of Sections 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the BAN is outstanding;

(ii) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and

(iii) make such reports of such information at the time and places required by the Code.

Section 8. Payment of BAN. For the payment of the principal of and interest on the BAN as the same respectively mature, there are hereby pledged the proceeds of the Bond authorized in Section 3 hereof. Title 11 provides that the County may also, at its option, utilize any other funds available therefor for the payment of the principal of and interest on the BAN, and in accordance therewith, the County also hereby pledges the Revenues of the Lower Richland System for the payment of such principal and interest on the BAN.

The proceeds of the BAN shall be applied for the purpose for which the Bond is to be issued. Upon the delivery of the Bond in anticipation of which the BAN is authorized to be issued, a sufficient amount of the proceeds of the Bond shall be applied by the County to meet the payment of the principal of and, to the extent available, interest on the BAN.

Section 9. Tax Exemption. Both the principal of and interest on the BAN shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, from all State, County, municipal, school district, and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise. It should be noted, however, that Section 12-11-20, Code of Laws of South Carolina, 1976, as amended, imposes upon every bank engaged in business in the State of South Carolina a fee or franchise tax computed on the entire net income of such bank which would include interest paid on the BAN to any such bank.

Section 10. Events of Default. The following shall constitute "Events of Default":

(a) If payment of the principal of the BAN is not made after the same has become due and payable; or

(b) If payment of interest on the BAN is not made after the same has become due and payable; or

(c) If the County fails or refuses to comply in any material respect in the due and punctual performance of the covenants, conditions, agreements and provisions contained in the BAN or in this Ordinance, and such failure continues for thirty days (30) after written notice specifying such failure and requiring the same to be remedied has been given to the County by the registered owner of the Note; or

(d) If any order or decree is entered (i) with the consent or acquiescence of the County, appointing a receiver of the Lower Richland System or of any of the revenues of the Lower Richland System (the "Revenues") or other moneys pledged and charged in the Ordinance for the payment of the BAN, or (ii) without the consent or acquiescence of the County, appointing a receiver of the Lower Richland System or any of the Revenues or other moneys pledged and charged in the Ordinance for the payment of the BAN and, in either case, such order or decree having been entered is not vacated or discharged or stayed on appeal within sixty days (60) after the entry thereof; or

(e) If any proceedings are instituted, with the consent or acquiescence of the County, for the purpose of effecting a composition between the County and its creditors and if the claim of such creditors is in any circumstance payable from the Revenues or other monies pledged and charged in the Ordinance for the payment of the BAN, or any such proceedings are instituted for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted; or

(f) If the County is for any reason rendered incapable of fulfilling its obligations hereunder in any material respect.

Nothing in this section shall prohibit the registered owner of the BAN from enforcing the duties of the County by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction, even though the failure of the County to perform any such duty may not then constitute an Event of Default.

Section 11. Remedies Upon Event of Default. Upon the occurrence of an Event of Default and at any time thereafter while such Event of Default continues, the registered owner of the BAN may, upon notice in writing delivered to the County, declare the entire unpaid principal and interest on the BAN, as the case may be, then outstanding due and payable, and thereupon the entire unpaid principal of and interest on such BAN shall immediately be and become immediately due and payable.

The provisions of this Section are subject to the condition that if at any time after the entire principal of the BAN shall have been so declared due and payable and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the County shall pay to, or shall deposit with a trustee for payment to, the registered owner of the BAN a sum sufficient to pay principal on the BAN and interest upon the BAN, then the registered owner of the BAN may, by written notice to the County, rescind and annul such declaration and its consequences. No such rescission and annulment shall, however, extend to or affect any subsequent Event of Default.

Upon the occurrence of an Event of Default, the Bank (in addition to the power granted to it above) may proceed to protect and enforce its rights with respect to the BAN by any suit, action or special proceeding in equity or at law, either for the specific performance of any covenant or agreement contained herein or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the trustee may deem most effective to protect and enforce any of its rights or interests under the BAN.

No waiver of any Event of Default, by the registered owners of the BAN shall extend to or shall affect any subsequent Event of Default or other default or shall impair any rights or remedies consequent thereto.

No delay or omission to exercise any right or power occurring upon any Event of Default or other default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or other default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No remedy conferred upon or reserved to the registered owner of the BAN is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy given to the registered owner of the BAN.

In case the registered owner of the BAN shall have proceeded to enforce any right or exercise any power under this Ordinance and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the registered owner of the BAN, then and in every case the County and the registered owner of the BAN shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the registered owner of the BAN shall continue as if no such proceedings had been taken.

Section 12. Construction Fund. All payments for the Note shall be deposited in a separate special fund of the County to be designated “Richland County Construction Fund (Sewer System Improvements – Lower Richland System), Interim Financing, 2013” (the “Construction Fund”), which fund shall be held by the bank designated by the County. The moneys deposited in the Construction Fund shall be disbursed for and applied to the payment of the costs and expenses of the Project and shall be made in the manner withdrawals from other funds of the County are made and in accordance with applicable rules and regulations of the Government.

The County Administrator is authorized to make disbursements from the Construction Fund to pay the costs and expenses of the Project. As each such payment is made, the County shall furnish the registered owner of the Note with a certificate duly executed by an authorized representative of the engineers for the Project and the County Administrator of the County, certifying that the sums to be paid are to pay costs and expenses incident to the construction of those aspects of the Project which will be reimbursed with the proceeds of the Bond, that such costs and expenses have been duly incurred by reason of work performed or materials furnished, and that no part of the items to be paid have been previously paid. Each certificate shall be approved in writing by an authorized representative of the Government and shall state that the disbursement is to pay costs and expenses of the Project that will be reimbursed with proceeds of the Bond. Copies of such certificates shall be made available, upon request, to the registered owner of the BAN.

Section 13. General Authorization. The County Administrator of the County and the County Attorney are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate issuance of the BAN and to carry out the intentions of this Ordinance. Council hereby retains McNair Law Firm, P.A., as bond counsel, in connection with the issuance of the BAN.

Section 14. Invalidity of Sections, Paragraphs, Clauses or Provisions. If any section, paragraph, clause or provision of this Ordinance is held invalid or unenforceable under any circumstances, such holding shall not affect the validity or enforceability thereof under other circumstances or the validity or enforceability of this Ordinance as a whole or of any other section, paragraph, clause or provisions of this Ordinance.

Section 15. Repeal of Conflicting Ordinances. All orders, ordinances and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the BAN are, to the extent of such conflict, hereby repealed from and after its passage and approval.

Section 16. Effective Date. This Ordinance shall be in full force and effect from and after its enactment as provided by law.

Enacted this _____ day of September, 2013.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin Washington, Chairman
Richland County Council

(SEAL)

ATTEST THIS _____ DAY OF

_____, 2013:

Michelle Onley
Interim Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

Date of First Reading:
Date of Second Reading:
Date of Third Reading:

(FORM OF NOTE)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
RICHLAND COUNTY
SEWER SYSTEM IMPROVEMENT REVENUE
BOND ANTICIPATION NOTE, SERIES 2013
(LOWER RICHLAND PROJECT)

_____, 2010

\$ _____

KNOW ALL MEN BY THESE PRESENTS that Richland County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the order of _____ in _____, South Carolina (the "Bank"), or its registered assigns, the principal sum of _____ Dollars (\$ _____), or such lesser amount as has been advanced hereunder as shown on the Certificate of Advances attached hereto, on the Note (unless this Note shall be prepaid at an earlier date). This Note shall bear interest on the principal amounts advanced hereunder as shown on the Certificate of Advances from the date or dates of such advances at the rate of ____% per annum.

Both the principal of and interest on this Note are payable upon presentation and surrender of this Note at the principal office of the Bank, in _____, South Carolina, in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

The County shall have the right to prepay this Note in whole without penalty.

This Note is issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Title 11, Chapter 17, Code of Laws of South Carolina, 1976, as amended (the "Act"), General Bond Ordinance No. _____ duly enacted on _____; and Ordinance No. _____ duly enacted on _____ (the "Ordinances"), by the Council of the County, in anticipation of the issuance of a Sewer system improvement bond (the "Bond") to be issued by the County pursuant to Title 6, Chapter 21, Code of Laws of South Carolina, 1976, as amended. The proceeds of this Note shall be used, pending issuance of the Bond, to provide funds to defray a portion of the costs of the Project (as defined in the Ordinances).

This Note is payable, both as to principal and interest, from the proceeds of the Bond. This Note is a special obligation of the County, and there is hereby pledged to the payment of the principal hereof and interest hereon the proceeds of the Bond. The Act provides that the County may also, at its option, utilize any other funds available therefor for the payment of the principal of and interest on this Note, and in accordance therewith the County also hereby pledges the revenues of the Lower Richland System for the payment of such principal and interest.

This Note has been initially registered in the name of the Bank as to principal and interest at the office of the County on registry books to be kept for such purpose, such registration to be noted hereon. After such registration, the principal of and interest on this Note shall be payable only to the registered owner hereof. No transfer shall be valid unless made on such books by the registered owner, or by its legal representative, and similarly noted on this Note.

This Note and the interest hereon are exempt from all State, County , municipal, school district, and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise. It should be noted, however, that Section 12-11-20, Code of Laws of South Carolina, 1976, as amended, imposes upon every bank engaged in business in the State of South Carolina a fee or franchise tax computed on the entire net income of such bank which would include any interest paid on this Note to any such bank.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen, and to be performed precedent to or in the issuance of this Note exist, have happened and have been done and performed in regular and due time, form and manner as required by law, and that the County has irrevocably obligated itself to issue and sell, prior to the stated maturity hereof, the Bond in anticipation of which this Note is issued.

In witness whereof, Richland County, South Carolina, has caused this Note to be executed in its name by the manual or facsimile signature of the County Supervisor and Chairman of County Council and attested by the manual or facsimile signature of the Clerk to County Council under the seal of the County.

RICHLAND
COUNTY, SOUTH CAROLINA

Chairman, County Council

(SEAL)

ATTEST:

Clerk to County Council

REGISTRATION

This Note has been registered in the name of _____ in _____, South Carolina, on registry books kept by Richland County, South Carolina.

Dated this _____ day of _____, 2013.

Clerk to County
Council, Richland County,
South Carolina



United States Department of Agriculture
Rural Development
State Office
Columbia, South Carolina

DRAFT

Richland County
Mr. Kelvin Washington, Chairman
2020 Hampton Street
Columbia, SC 29202

Dear Mr. Washington:

This letter will establish conditions which you must understand and agree to before further consideration may be given to your application. The State and Area staff of USDA, Rural Development (RD) will administer the loan and grant on behalf of the Rural Utilities Service (RUS). You must report any changes in project cost, source of funds, scope of services, or any other significant changes in the project to USDA, Rural Development for review and approval. A written amendment to this letter will be prepared for any changes approved. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application.

The scope of the project consists of the Lower Richland County Sewer System Project Phase I. This Phase includes providing sewer service to the Lower Richland neighborhood, Hopkins Middle School, and Hopkins Elementary School, Franklin Park Subdivision, as well as the acquisitions of existing customers on Garners Ferry Road. Wastewater will be transported for treatment at the County's Wateree WWTF.

This letter is not to be considered as loan approval or as representation to the availability of funds. The RD proposed funding is not to exceed \$9,359,000 of loan funds and \$2,279,800 of grant funds.

You may be required to refinance (graduate) the unpaid balance of its RD loan, in whole or in part, upon the request of RD if at any time it shall be determined the authority is able to obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time.

Extra copies of this letter are being provided for use by your engineer, attorney, bond counsel and accountant. All parties may access our web-site located at www.usda.gov/rus/water/ for the following:

- a. RD Instruction 1780
- b. RUS Bulletin 1780-13, "Agreement Between Owner and Contractor"
- c. RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Standard Documents on Water and Waste Projects with RUS Financial Assistance"

Strom Thurmond Federal Building • 1835 Assembly Street • Suite 1007 • Columbia, SC 29201
Phone: (803) 765-5163 • Fax: (803) 765-5633 • TDD: (803) 765-5697 • Web: <http://www.rurdev.usda.gov/sc>

Committed to the future of rural communities.

"USDA is an equal opportunity provider, employer and lender."
To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD).

- d. RUS Bulletin 1780-30, "Water Programs Audit Guide and Compliance Supplement"
- e. RUS Bulletin 1780-31, "Water Programs Compliance Supplement For OMB Circular A-133 Audits"

The enclosures listed below are attached to your copy of this letter as noted. Enclosed are the following:

Form RD 442-7 - "Operating Budget"
Government Auditing Standards (Revision 2007) available on line at
<http://www.gao.gov/govaud/ybk01.htm>
Form RD 442-3, "Balance Sheet"
Form RD 442-2, "Statement of Budget, Income and Equity" (Accountant
Copy for all three of these attachments)

The conditions referred to above are as follows:

1. **Project Budget** – Funding from all sources has been budgeted for the estimated expenditures as follows:

Project Costs:

Construction	\$9,481,700
Legal Fees	25,000
Basic	\$587,900
Insp.	\$275,000
Engineering Fees (Total)	862,900
Land & Rights	92,000
City of Columbia Fees	845,600
Interest	682,300
Project Contingency	948,200
TOTALS	\$12,937,700

2. **Project Funds** - The project funding is planned in the form of a loan and grant from the following sources and amounts:

<u>Project Funding Source:</u>	<u>Funding Amount:</u>
RD Loan	\$9,359,000
RD Grant	\$2,279,800
Tap Fee/Applicant Contribution	\$ 723,900
Other Fund(SRF Loan)	\$ 575,000
Total Project Funding (All Sources):	\$12,937,700

Any changes in funding sources following obligation of RD funds must be reported to the processing official. You must assure that all project funds are

expended only for the eligible items included in the project budget of this letter of conditions or as amended by RD in writing at a later date.

Any applicant contribution shall be considered as the first funds expended, unless other funding are not available at the start of project construction, other funds can be prorated and/or used when funding becomes available during the construction period. After providing for all authorized costs, any remaining RD project funds will be considered to be RD grant funds and refunded to RD. If the amount of unused RD project funds exceeds the RD grant, that part would be RD loan funds and applied as an extra payment.

Prior to advertisement for construction bids, you must provide evidence of applicant contributions and approval of the other funds. This evidence should include a copy of any other funds awarded. An agreement should be reached with all funding sources on how funds are to be disbursed before the start of construction.

3. **Disbursement of Funds** - The RD funds or interim financing will be advanced as they are needed in the amount(s) necessary to cover the RD proportionate share of any disbursements required of your entity, over 30 day periods. Funds will be disbursed by electronic transfer of funds. Interim financing will be used for the RD loan if it is available at reasonable rates and terms. You must provide RD with a copy of the tentative agreement reached in connection with interim financing for review and approval.

You must establish a separate fund, to be known and hereafter referred to as the Construction Account, with a participating 31 CFR Part 202 collateral depository, federal agency, or Federal Reserve Bank acting as a fiscal agent in the United States. All project funds will be deposited into this account. The account shall be used solely for the purpose of paying authorized costs of the project as outlined in the project budget. Once the funds are deposited into the construction account, they become your responsibility. Financial institutions or depositories accepting deposits of public funds and providing other financial agency services to the Federal Government are required to pledge adequate, acceptable securities as collateral. General requirements for designating depositories and regulations governing the pledging of collateral are identified in 31 CFR Part 202 (“Depositaries and Financial Agents of the Federal Government”). Treasury’s current acceptability and valuation requirements are identified in 31 CFR Part 380 (“Collateral Acceptability and Valuation”) and specific eligibility and valuation guidance is provided in Treasury’s procedural instructions and on Treasury’s Bureau of the Public Debt website at www.publicdebt.treas.gov. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the Construction Account at any one time.

Any RD grant funds not disbursed immediately upon receipt must be deposited in an interest bearing account except as follows:

- a. Federal grant awards (includes all federal funding sources) are less than \$120,000 per year.
- b. The best available interest bearing account would not be expected to earn in excess of the following:

Public Bodies

Interest earned on grant funds in excess of \$100 per year will be submitted to RD at least quarterly as required in 7CFR3016.

- c. The depository would require a minimum balance so high that it would not be feasible.

4. **Security** – (Revenue Bonds - Public Body) The loan will be evidenced by a waterworks and Sewer System Improvement Bond secured by a pledge of revenue and a statutory lien on the waterworks and sewer system. The pledge of water and sewer revenue and the statutory lien on the waterworks and sewer system will be on parity with the bonds previously issued to Rural Development.

A pledge of the system's revenues and other agreements between you and RD as set forth in the bond ordinance. Additional security requirements are contained in RUS Bulletin 1780-12 and RUS Bulletin 1780-27 which are mentioned later.

The services of a recognized bond counsel are required. The bond counsel will prepare the form of ordinance to be used, in accordance with Subpart D of RUS Instruction 1780. You should immediately provide your bond counsel with a copy of this letter of conditions and its enclosures.

5. **Loan Repayment** – (Monthly Installments) The loan will be scheduled for repayment over a period of 40 years. The payments due the first 2 year(s) will consist of interest only. Payments for the remaining 38 years will be equal amortized monthly installments. For planning purposes use a 2.50% interest rate and a monthly amortization factor of 3.40, which provides for a monthly payment of \$31,821.

The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing, whichever is less, unless you choose otherwise. Should the interest rate be reduced, the payment will be recalculated to the lower amount. The payment due date will be established as the day that the loan closes, but no later than the 28th of each month. Interest only payments during the 24 month deferral period will be advanced to you from the RD loan project funds as agreed to by RD.

You will be required to complete SF-5510, Authorization Agreement for Preauthorized Payments, if you participate for all new and existing indebtedness to RD. It will allow for your payment to be electronically debited from your account on the day your payment is due.

6. **Reserves** – Reserves must be properly budgeted to maintain the financial viability of any operation. Reserves are important to fund unanticipated emergency maintenance and repairs, and assist with debt service should the need arise. Reserves can also be established and maintained for the anticipated and expected expenses including but not limited to operation and maintenance, customer deposits, and depreciation of short-lived assets.

It has been determined as part of this funding proposal that you have sufficient funds to establish reserves for the following purposes and amounts:

Operation and Maintenance	\$ 82,181
---------------------------	-----------

As a part of this RD loan proposal you must establish and fund monthly a debt service reserve fund equal to 10% of the monthly payment each month over the life of the loan until you accumulate one annual installment. This reserve is required to establish an emergency fund for maintenance and repairs and debt repayment should the need arise. Ten percent of the proposed loan installment would equal \$3,183.00 per month.

7. **Users** – This letter of conditions is based upon you providing evidence or a certification that there will be at least 1,197 bona fide residential equivalent users (REUs) on the existing system when construction has been completed. If a number less than 1,197 is certified, Richland County shall adjust user rates to provide an equivalent revenue to match that which would be provided by 1,197 REUs at the initial user rate as established in the proposed rate schedule below. Evidence or certification must be provided on the final number of bona fide REUs and the associated final user fee when construction is complete.

Before RD can agree to the project being advertised for construction bids, you must provide evidence or a certification of the total number of bona fide users are currently using the system or signed up to use the system. You must provide evidence or a certification to show those users will actually be connected to the system when the project is completed and that the monthly sewage volume projected for each by the engineer is reasonable. In the event any of the large volume users discontinue the offered service, you must obtain enough additional revenue (i.e., increase in user rates, sign up of an adequate number of other users, reduction in project scope to reduce debt service and O&M, etc.) to make up the projected income that would be lost by not having those users on the system.

8. Proposed Rate Schedule:

Users and Rate Schedule: Before the loan and grant can be closed, you must provide that Richland County has 1,197 REUs signed up for connection to the system when construction is complete or that action has been taken to adjust the monthly user fee to produce an equivalent revenue with a lesser number of REUs. The users are as follows:

	Residential	Commercial	Bulk
Sewer	1187	8	2

With 1,197 REUs signed up, the initial monthly user fee shall be established at \$37.60 per REU. If a number less than 1,197 is certified, Richland County shall adjust user rates to provide equivalent revenue to match that which would be provided by 1,197 REUs at the initial monthly user fee rate of \$37.60. The County must always maintain a rate schedule that provides adequate revenue to meet the requirements of operation and maintenance, debt service, reserves, short lived assets and fund contingency and depreciation accounts.

9. **Income Available** – You must maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance, debt service, and reserves.

10. **Delayed Payment Penalty**

An enforceable use agreement with a penalty clause and reconnection charges are required except for users presently receiving service or where mandatory use of the system is required. RUS Bulletin 1780-9 can be used.

11. **Operation and Maintenance Expenses** – O&M expenses must be properly budgeted to determine the financial viability of any operation. For planning purposes, we have projected O&M expenses based on the information provided in the preliminary engineering report and other financial information provided which should be representative of a typical year. This information is utilized to determine loan repayment and is reflected in the operating budget. It is expected that O&M will change over each successive year and user rates will need to be adjusted for the need.

12. **Proposed Operating Budget and User Rate Structure** - You will be required to submit a copy of your proposed annual operating budget and rate analysis to this office which supports the proposed loan repayment prior to loan approval and updated to current status prior to this agency giving you written authorization to proceed with the bidding phase. The operating budget should be based on a typical year cash flow subject to completion of this project in the first full year of operation. The rate analysis will be required to show the number of users, their

average consumption based on a twelve month consecutive average, and rate structure to support the necessary revenue to make the operating budget cash flow. Form RD 442-7 - "Operating Budget", or similar form may be utilized for this purpose. Separate budgets should be prepared for your water and sewer systems.

13. **Insurance and Bonding Requirements** - Prior to loan closing or start of construction, whichever occurs first, you must acquire the types of insurance and bond coverage shown below. The use of deductibles may be allowed providing you have the financial resources to cover potential claims requiring payment of the deductible. RD strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of RD to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained.
- a. General Liability Insurance – Include vehicular coverage.
 - b. Workers' Compensation - In accordance with appropriate State laws.
 - c. Position Fidelity Bond(s) - All positions occupied by persons entrusted with the receipt and/or disbursement of funds must be bonded. You should have each position bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. The minimum coverage acceptable to RD will be for each position to be bonded for an amount at least equal to one annual installment on your loan(s). The coverage may be increased during construction of this project based on the anticipated monthly advances. The amount of coverage should be discussed and approved by RD.
 - d. National Flood Insurance - In addition to meeting the requirements for the type of assistance requested, the following requirements must be met for financial assistance for acquisition and/or construction in designated special flood or mudslide prone areas:
 - (1) If flood insurance is available, you must purchase a flood insurance policy at the time of loan closing.
 - (2) Applicants whose buildings, machinery or equipment are to be located in a community which has been notified as having special flood or mudslide prone areas will not receive financial assistance where flood insurance is not available.
 - e. Real Property Insurance – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured and subsurface lift stations except for the value of electrical and pumping equipment. Prior to the acceptance of the

facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

- 14. Accounting Services** - If you have both water and sewer facilities you should maintain accounting records in such a manner that will allow the operation of each to be reported separately. You may be required to obtain the services of an independent licensed Certified Public Accountant (CPA). When permitted by state statutes or with the approval of RD, a state or Federal auditor may perform the audit in lieu of a CPA. A CPA will be considered independent if the CPA:
- a. Meets the standards for independence contained in the American Institute of Certified Public Accountants (AICPA) Code of Professional Conduct in effect at the time the CPA's independence is under review;
 - b. Does not have any direct financial interest or any material indirect financial interest in the borrower during the period covered by the audit; and
 - c. Is not, during the period of the audit, connected with the borrower as a promoter, underwriter, trustee, director, officer or employee.

Audit Agreement: You must enter into a written audit agreement with the auditor and submit a copy to RD prior to advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the following:

1. A statement that the auditor will perform and document the audit work in accordance with Generally Accepted Government Auditing Standards, (GAGAS), as outlined in the attached booklet, "Government Auditing Standards (Revised 1994)", and the professional standards of the AICPA;
2. A statement that the auditor will submit the completed audit and accompanying letters to your governing body 30 days prior to the date the audit is due to RD;
3. A statement that the auditor will make all audit-related documents, including work papers, available to RD or its representatives, upon request; and
4. A statement that the auditor will immediately report, in writing, all irregularities and illegal acts to your governing body and the Agency.

Prior to the advertisement for bids, your accountant must certify to you and RD that the accounts and records as required by your bond [resolution] [ordinance] have been established and are operational.

Quality Review Requirement: As required by GAGAS, the auditor must belong to and participate in an external quality review program and provide you with a copy of the most recent quality review report. These reviews are performed every 3 years by an independent organization to determine if the auditor is following established audit procedures and applicable auditing standards.

Audit Requirements: The following management data will be required from you on an annual basis and be submitted to RD as specified below:

1. A borrower that expends \$500,000 or more in Federal financial assistance per fiscal year shall submit an audit performed in accordance with the requirements of OMB Circular A-133. As described above, the total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Projects financed with interim financing are considered federal expenditures. OMB Circular A-133 audits shall be submitted no later than 9 months after the end of the fiscal year. In addition to submitting two (2) copies of the audit report to RD, the borrower is also required to submit copies of OMB Circular A-133 audits, accompanying audit letters (the “reporting package”), and the Data Collection Form to the Federal clearinghouse designated by OMB to retain as an archival copy. The Federal clearinghouse address is: Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, Indiana 47132. RUS Bulletin 1780-31, outlines the requirements of OMB Circular A-133 audits.
2. A borrower that expends less than \$500,000 in Federal financial assistance per fiscal year and an outstanding RUS loan balance of \$1,000,000 or more, shall submit an audit performed in accordance with Water and Waste audit requirements (i.e., a GAGAS audit). These audits shall be submitted to RD no later than 150 days after the end of the fiscal year. Two (2) copies of the audit report are required by RD. An audit performed in accordance with Water and Waste audit requirements should not be submitted to the Federal clearinghouse. RUS Bulletin 1780-30, outlines the requirements for Water Programs Audits.
3. A borrower that expends less than \$500,000 in Federal financial assistance per fiscal year and has an outstanding RD loan balance of less than \$1,000,000 may submit a management report in lieu of an audit report unless notified by RD otherwise. Management reports shall be submitted to RD no later than 60 days after the end of the fiscal year. A year-end management report shall consist of: Form RD 442-3, “Balance Sheet”, and Form RD 442-2, “Statement of Budget, Income and Equity”, or forms that provide the information in a similar format. Form RD 442-2 should have Schedule 1, all Columns completed on page 1, and page 2. Schedule 2 is not required for year end reports. An annual audit report must be submitted in lieu of Forms RD 442-2 and 442-3. The audit report must be submitted no later than 150 days after the end of the borrower’s fiscal year.

Compensation for preparation of the A-133 audit or your annual audit is not included in project funds and should be paid from the operational revenues generated from your system operation.

Annual Budget and Projected Cash Flow: Thirty days prior to the beginning of each fiscal year, you will be required to submit an annual budget and projected

cash flow to this office. You should submit two copies of Form RD 442-2, Statement of Budget, Income and Equity, Schedule 1, page 1; and Schedule 2, Projected Cash Flow. The only data required at this time on Schedule 1, page 1, is Columns 2 & 3. All of Schedule 1, page 2 and Schedule 2, Projected Cash Flow will be required. With the submission of the annual budget, you will be required to provide a current rate schedule, a current listing of the Board or Counsel members and terms.

15. **Legal Services** – You must obtain a legal services agreement with your attorney for providing legal services for your project. It is suggested that Rural Development guides be used in preparing this agreement. It is also suggested that ten percent of the cost be retained until the loan is closed and construction of the project is complete. This agreement is subject to the approval of the Rural Development Community Programs Director.

Prior to loan and grant closing, the attorney must provide this office with a certification as to judgments and/or litigation of the County. A similar certification must also be furnished Rural Development for each advance of loan funds from the Finance Office and before loan and grant closing instructions can be issued.

The closing instructions for this loan and grant will be issued by the approving official and the Office of the General Counsel of the Department of Agriculture. A determination that loan and grant closing instructions can be met must be made prior to loan and grant closing or the issuance of a commitment for interim financing.

A preliminary title search shall be made by your attorney to determine that the County will have fee simple title to properties on which its sewer system is located. After the loan and grant are closed, a final title opinion shall be prepared by your attorney indicating that the County does have fee simple title to these properties. These opinions are to be recorded on Forms RD 1927-9 and 1927-10.

Your documents concerning the creation and legal existence of your entity are administratively acceptable; however, the documents will be reviewed further by our Office of the General Counsel at the time your file is forwarded for closing instructions. Any changes required by our Office of the General Counsel will be included in the closing instructions.

16. **Property Rights** - Prior to advertisement for construction bids, you must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Relocation and Real Property Acquisition Act. Such evidence must be in the following form:

- a. Evidence of adequate, continuous, and valid rights-of-way must be provided as follows:
 1. Form RD 442-21, "Right-of-Way Certificate," with two copies of right-of-way map attached.
 2. Form RD 442-22, "Opinion of Counsel Relative to Right-of-Way."
 3. A right-of-way map showing the location of all structures, pipelines, ditches, etc. The map should show that rights-of-way are continuous, and any rights-of-way acquired by use or adverse possession will be shown by some distinctive color. This map will bear the written signatures of the "Applicant's representative" and "Applicant's engineer."
- b. Preliminary Title Work - A copy of deeds, contracts or options for any lands needed other than rights-of-way, along with a preliminary title opinion covering such lands. A separate Form RD 1927-9, "Preliminary Title Opinion" may be used for each property to be acquired.

In the case of your existing system or where you have already acquired real property (land or facilities), a preliminary title opinion(s) concerning all such property(s) will be provided.

A narrative opinion from your attorney concerning all permits, certificates, licenses and other items necessary to show that all legal requirements can be met and stating how they will be met.

- c. Final Title Work - On the day of loan closing, your attorney must furnish a separate final title opinion on all existing land(s) and those to be acquired on the day of loan closing. Form RD 1927-10, "Final Title Opinion" Form RD 442-21 "Right-of-Way Certification" should be used with two copies of the right of way map attached.

A certification and legal opinion relative to title to rights-of-way and easements. Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way," should be used. This form must be provided showing no exceptions.

17. **Engineering Services** – RD must approve any agreements or modifications to agreements for professional design services.
18. **Resident Inspector** – Resident inspection is required for this project in accordance with the RD approved engineering agreement. This service is to be provided by the consulting engineer or other arrangements as approved by RD. Prior to the pre-construction conference, a resume of qualifications of the resident inspector(s) will be submitted to the owner and RD for review and approval. The owner will provide a letter of acceptance for all proposed inspectors to the

engineer and RD. The resident inspector(s) must also attend the pre-construction conference.

19. Environmental Requirements

- a. Mitigation - At the conclusion of the proposal's environmental review process, specific actions were negotiated with environmental regulatory officials to avoid or minimize adverse environmental impacts. The following list of action(s) are required for successful completion of the project and must be adhered to during project design and construction:

Mitigation for Land Use/Important Farmlands/Formally Classified Lands

Land Use / Important Farmland. The gravity sewers and force mains will be buried immediately upon completion of installation. Every effort will be made to complete the installation of the facilities in a timely manner to minimize the temporary impacts during installation. Construction of the facilities along the roadway rights-of-way will require Encroachment Permits from the South Carolina Department of Transportation (SCDOT) and the Richland County Roads Department. The encroachment permits should have conditions and restrictions that will lessen temporary impacts. This will be required in and enforced through the contractor's contract documents.

Richland County Planning and Development Services Department has in place a land development review process to ensure the zoning regulations are complied with. No building or other structure shall be erected, moved, added to, or structurally altered without a land development permit being issued by the County. In addition, a land development permit is also required for expansions of existing uses as well as for a change of use. Therefore any potential indirect and cumulative impacts discussed above will be addressed. Portions of the Richland County Land Development Code which address zoning are included in the Maps/Exhibits Section. Included are copies of the zoning maps with the project highlighted, "Article V. Zoning Districts and District Standards," Sec. 26-86. RU Rural District, and "Table 26-V-2 Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions."

Formally classified lands. Installations under streams will be installed by boring and other best management practices will be utilized during construction to minimize possible erosion and sedimentation that has the potential to impact Congaree National Park. These practices include, but are not limited to, utilizing silt fencing and straw bales to prevent siltation, backfilling trenches with the topsoil originally removed from the trenched area, returning the elevation to the pre-existing grade, and re-establishing vegetation as quickly as is feasible after construction. Every effort will be made to complete the installations of the sewers and force mains in a timely manner to minimize the impact. This will be required in and enforced through the contractor's contract documents.

Richland County Planning and Development Services Department has in place a land development review process to ensure the zoning regulations are complied with.

Wild and Scenic Rivers / Nationwide Rivers Inventory

The increased volume of effluent discharge to the Wateree River will require revision of the current NPDES permit; a process overseen by the South Carolina Department of Health and Environmental Control (SCDHEC). The National Park Service staff at the Congaree National Park must be provided the opportunity to view the environmental document and they reserve the option/right to comment on the NPDES permit through SCDHEC. When environmental assessment is reviewed and a Notice of Availability issued, Congaree National Park must be contacted regarding the availability.

The expansion of the treatment facility will be designed to meet regulatory requirements and will also have to be permitted by SCDHEC prior to construction. Once in operation the effluent will be monitored by SCDHEC which will also conduct annual inspections of the facility. Any violations of limits will be addressed through the existing SCDHEC enforcement program to ensure that any and all problems are corrected.

The replacement of the various existing discharges and malfunctioning septic tanks with a newly upgraded treatment facility designed to meet current requirements will improve the overall water quality in the region. Mitigation should not be required because the discharge will result in a net improvement of water quality in the region.

Richland County Planning and Development Services Department has in place a land development review process to ensure the zoning regulations are complied with.

Mitigation for Floodplains

To prevent possible erosion and sedimentation during construction, best management practices will be utilized to minimize temporary impacts. These practices include but are not limited to, utilizing silt fencing and straw bales to prevent siltation, backfilling trenches with the topsoil originally removed from the trenched area, returning the elevation to the pre-existing grade, and re-establishing vegetation as quickly as is feasible after construction. Every effort will be made to complete the installations of the sewers and force mains in a timely manner to minimize the impact. These practices and actions will be required in and enforced through the contractor's contract documents.

Richland County Planning and Development Services Department has in place a land development review process to ensure the regulations are complied with. No building or other structure shall be erected, moved, added to, or structurally altered without a land development permit being issued by the County. In addition, a land development permit is also required for expansions of existing uses as well as for a change of use. Therefore any potential indirect and cumulative impacts discussed above will be addressed. The Land Development Code requires that a floodplain development permit be requested for any development activities in the FP Overlay District to ensure compliance with all regulations concerning floodplain development. The County flood coordinator reviews all applications for floodplain development permits for danger to life, damage to property, safe access, among other considerations. A land disturbance permit will be required for all development and will not be issued until an approved SWPPP for the work is in place.

Mitigation for Wetlands

To avoid direct impacts on wetlands, the pipelines will be bored under the stream crossings and wetlands adjacent to existing roadways. Determination of the limits of the

wetlands will be accomplished and drawings showing the locations of bore entrance and exit points will be provided to the USACE to allow a final determination of the necessity of permitting to be made. A complete Jurisdictional Determination package will be submitted to the USACE during design.

To prevent possible erosion and sedimentation during construction, best management practices will be utilized to minimize impacts. These practices include but are not limited to, utilizing silt fencing and straw bales to prevent siltation, backfilling trenches with the topsoil originally removed from the trenched area, returning the elevation to the pre-existing grade, and re-establishing vegetation as quickly as is feasible after construction. Every effort will be made to complete the installations of the force mains in a timely manner to minimize the impact. These practices and actions will be required in and enforced through the contractor's contract documents.

Richland County Planning and Development Services Department has in place a land development review process to ensure the regulations are complied with. No building or other structure shall be erected, moved, added to, or structurally altered without a land development permit being issued by the County. In addition, a land development permit is also required for expansions of existing uses as well as for a change of use. Therefore any potential indirect and cumulative impacts discussed above will be addressed. The Land Development Code requires that all submissions for SWPPP approval include wetlands maps and that all sediment and erosion control plans show locations of all waters of the U.S. and State (including wetlands). The County reviews all submittals to ensure requirements are met before approval. A land disturbance permit will be required for all development and will not be issued until an approved SWPPP for the work is in place.

Mitigation for Cultural Resources

The contracts will specify that if any previously unknown cultural and/or historical resources are located during construction, all construction activities in the immediate and adjacent areas will cease immediately and the proper authorities will be notified. The authorities to be notified will be the SHPO, Rural Development, all three Tribal Contacts, and Richland County. Construction in the area will not resume until concurrence is obtained from these entities.

Mitigation for Water Quality Issues

To prevent possible erosion and siltation during construction, Best Management Practices will be utilized to minimize impacts. These practices include but are not limited to, utilizing silt fencing and straw bales to prevent siltation, backfilling trenches with the topsoil originally removed from the trenched area, returning the elevation to the pre-existing grade, and re-establishing vegetation as quickly as is feasible after construction. Every effort will be made to complete the installations of the facilities in a timely manner to minimize impacts. These practices and actions will be required in and enforced through the contractor's contract documents.

Mitigation for Air Quality

There may be temporary impacts due to the emissions of heavy equipment during construction. Every effort will be made to complete construction in a timely manner to minimize these impacts. Fugitive dust may be controlled by application of water from appropriate spray devices. Contractors will be required to control fugitive dust if construction occurs during dry periods. Construction and installation of the force mains along the roadway rights-of-way will require encroachment permits from the South Carolina Department of Transportation (SCDOT) and Richland County. The encroachment permits should have conditions and restrictions that should address safety issues from dust clouds. Compliance with these conditions and restrictions will be required in and enforced through the contractor's contract documents.

Mitigation for Solid and Hazardous Waste

Contractors will be required to dispose of solid waste in a manner that meets all state and federal requirements. This will be required in and enforced through the contractor's contract documents.

Mitigation for Transportation

Installation of the sewers and force mains will be conducted in as quick and as efficient a manner as possible to minimize the time of impact to transportation. Construction and installation of the facilities along the roadway rights-of-way will require encroachment permits from the South Carolina Department of Transportation (SCDOT) and Richland County. The encroachment permits should have conditions and restrictions that should address issues such as obstruction of traffic.

Mitigation for Noise

Construction and installation of the gravity sewers and force mains along the roadway rights-of-way will require encroachment permits from the South Carolina Department of Transportation (SCDOT) and Richland County. The encroachment permits should have conditions and restrictions that address issues such as noise. Such restrictions could include limiting construction to daylight hours, limiting construction to weekdays, and using appropriate sound reduction devices such as mufflers on all equipment for which such devices are intended to be used. Other mitigation will not be required because impacts will be minimal and temporary. Compliance with these conditions and restrictions will be required in and enforced through the contractor's contract documents.

- b. Project Modifications – The project as proposed has been evaluated to be consistent with all applicable environmental requirements. If the project or any project element deviates from or is modified from the original approved project, additional environmental review may be required.

**20. Vulnerability Assessment and Emergency Response Plans
Requirements serving populations less than 3300:**

The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, Public Law 107-188 (Bioterrorism Act) amended the Safe Drinking Water Act (SDWA) to require all medium-sized and large-sized community water systems (serving populations greater than 3300) to assess vulnerability to terrorist attack and develop emergency plans for and response to such attacks. The Environmental Protection Agency (EPA) maintains responsibility for vulnerability assessments (VAs) and emergency response plans (ERPs) under the Bioterrorism Act. Rural Development (RD) and EPA share the objective of ensuring safe, reliable and affordable drinking water and wastewater for residents of rural areas. Protection of rural America's water and wastewater systems will be enhanced through the implementation of the RD Water and Environmental Program Homeland Security Initiative. RD will assist systems, especially those servicing populations of less than 3300, in completing VAs and ERPs. The County will provide Rural Development with the certifications on VA and ERP or other documentation that the system has taken appropriate steps to ensure public safety. The VA and ERP should not be offered and will not be accepted by Rural Development.

21. **Civil Rights & Equal Opportunity** - You should be aware of and will be required to comply with other federal statute requirements including but not limited to:

Section 504 of the Rehabilitation Act of 1973 – Under section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving RD financial assistance.

Civil Rights Act of 1964 – All borrowers are subject to, and facilities must be operated in accordance with, title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and subpart E of part 1901 of this title, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by paragraph 1901.202(e) of this title.

Prior to the closing of the loan and grant or the beginning of construction, whichever occurs first, it will be necessary that our Rural Development Area Office conduct a user certification and compliance review. The user Certification will include the review of the user agreements, collected tap fees and service declination statements. Your office's full cooperation will be necessary in accomplishing this certification and review. At the time of the review, it will be necessary for your office to furnish to the representative of the Rural Development Area Office evidence that the County has the users and has adopted the rate schedules required in item #8 of this letter. During the review, the representative of the Rural Development Area Office will complete and execute Form RD 400-8, "Compliance Review." So as to assist the Rural Development

Area Office with the Compliance Review, you will need to have available a **numerical breakdown** of your required users into the following categories:

- | | |
|---|---|
| <p>RESIDENTIAL USERS
<u>Ethnicity:</u>
<input type="checkbox"/> Hispanic or Latino
<input type="checkbox"/> Not Hispanic or Latino
<u>Race:</u>
<input type="checkbox"/> White
<input type="checkbox"/> Black or African American
<input type="checkbox"/> American Indian or Alaskan Native
<input type="checkbox"/> Native Hawaiian or Other Pacific Islander
<input type="checkbox"/> Asian</p> | <p><input type="checkbox"/> COMMERCIAL USERS</p> <p><input type="checkbox"/> INDUSTRIAL USERS</p> |
|---|---|

The same breakdown data will be needed for applications of persons wishing to become users and for the County's water/sewer employees and Board.

The nondiscrimination poster, "And Justice For All," is to be displayed at your offices and facilities.

The Americans with Disabilities Act (ADA) of 1990 – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications. Title II of the Act applies to facilities operated by State and local public entities which provides services, programs and activities. Title III of the Act applies to facilities owned, leased, or operated by private entities which accommodate the public.

Age Discrimination Act of 1975 – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

RD financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap.

22. **Permits** - Copies of all permits needed for the project must be provided for review prior to advertisement for construction bids. Such permits may include but are not limited to the following:
 - SC Department of Health and Environmental Control
 - Corps of Engineers

23. **Contract Documents, Final Plans and Specifications**
 - a. The contract documents should consist of the EJCDC Construction Documents as indicated in RUS Bulletin 1780-26 or other approved form of

agreement.

- b. The contract documents and final plans and specifications must be submitted to RD for approval.
 - c. The project must be designed in compliance with Section 504 of the Rehabilitation Act of 1973.
24. **Bid Authorization** - Once all the conditions outlined in this letter have been met, RD may authorize you to advertise the project for construction bids. Such advertisement must be in accordance with appropriate State statutes. Immediately after bid opening you must provide RD with (a) bid tabulation, and (b) your engineer's evaluation of bids and recommendations for contract awards. If RD agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the administrative conditions of loan approval have been satisfied, loan closing instructions will be issued to you setting forth any further requirements that must be met before the loan can be closed. Obligated loan and grant funds not needed to complete the proposed project will be deobligated prior to construction. Any reductions will be applied to grant funds first.

When all parties agree that the closing requirements can be met, a mutually acceptable date for the loan closing will be scheduled.

25. **The Central Contractor Registration (CCR)**

Beginning October 1, 2010 financial assistance grant recipients must have a Dun and Bradstreet Data Universal Numbering System (DUNS) numbers and maintain current registrations in the Central Contractor Registration (CCR) database. The CCR requirement will also apply to loans obligated after October 1, 2011. The CCR requirement is new for grants effective October 1, 2010 (and loans and loan guarantees starting on October 1, 2011). Completing the CCR registration process takes up to five business days.

The CCR registration must remain active, with current information, at all times during which an entity has an application under consideration by an agency or has an active Federal Award. To remain registered in the CCR database after the initial registration, **you are required to review and update on an annual basis from the date of initial registration or subsequent updates in the CCR database to ensure it is current, accurate and complete. You will have an expiration date and it is your responsibility to ensure that you keep the CCR registration current.**

Central Contracting Registration (CCR) is now using the new System for Award Management (SAM), Phase 1.

What Does SAM Include?

SAM Phase 1 includes the capabilities previously included in the following

“legacy” systems: Central Contractor Registration (CCR), Federal Agency Registration (FedReg), Online Representations and Certifications Application (ORCA), and the Excluded Parties List System

Where Can I Find SAM?

SAM is online at <http://sam.gov>. The legacy systems will redirect users to this address.

Where Can I Get Help?

SAM.gov contains quick start guides, webinars, a User Guide and other materials that provide all the information you need to get started using SAM. For other questions, beginning Monday, July 30, the help desk for SAM will be the Federal Service Desk (FSD). You can reach them at <http://fsd.gov>.

You as the recipient must maintain the currency of your information in the CCR. This requires that you review and update the information at least annually after the initial registration.

26. **Cost Overruns** – Cost overruns must be due to high bids or unexpected construction problems that cannot be reduced by negotiations, redesign, use of bid alternatives, rebidding or other means prior to consideration by Rural Development for subsequent funding. Such requests will be contingent on the availability of funds. Cost overruns exceeding 20% of the development cost at time of loan or grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.

27. **Use of Remaining Funds** – Applicant contributions, in the form of waived tap fees for LMI homes, will be considered the first funds expended in the project. Tap fees collected by the applicant must be contributed towards the project but will not be required until the system is operational and the tap fee has been paid by the customer. Remaining funds may be considered in direct proportion to the amounts obtained from each source and handled as follows:
 - Remaining funds may be used for eligible loan and grant purposes, provided the use will not result in major changes to the original scope of work, the request is made within 60 days of project completions, and the purpose of the loan and grant must remain the same.
 - RD loan funds that are not needed will be applied as an extra payment on the RD indebtedness unless other disposition is required by the bond ordinance, resolution, or State statute.
 - Grant funds not approved for authorized purposes will be cancelled within 60 days of project completion. Prior to actual cancellation, you and your attorney and engineer will be notified of RD’s intent to cancel the remaining funds and given appropriate appeal rights.

28. **Processing Forms** - At a properly called meeting, you must adopt and properly

Execute the following forms, and minutes showing the adoption must be provided:

RD Binding Covenant

Form RD 400-1 - "Equal Opportunity Agreement"

Form RD 400-4 - "Assurance Agreement"

Form AD 1047 - "Certification Regarding Debarment, Suspension and other Responsibility Matters"

Form AD 1049 - "Certification Regarding Drug-Free Workplace Requirements"

Form RD 1910-11 - "Applicant Certification, Federal Collection Policies"

RD Instruction 1940-Q, Exhibit A-1, "Certification for Contracts, Grants and Loans"

Standard Form LLL - "Disclosure of Lobbying Activities" (If Applicable)

RUS Bulletin 1780-22, "Eligibility Certification"

RUS Bulletin 1780-27 - "Loan Resolution (Public Bodies)"

RUS Bulletin 1780-12 - "Water or Waste System Grant Agreement"

Form RD 1940-1 - "Request for Obligation of Funds"

Please complete and return the enclosed Form RD 1942-46, "Letter of Intent to Meet Conditions," if you desire further consideration be given your application.

The loan will be considered approved on the date a signed copy of Form RD 1940-1, "Request for Obligation of Funds," is mailed to you.

Attached is a copy of RUS Bulletin 1780-12, "Water and Waste System Grant Agreement," for your review. You will be required to execute a completed form at the time of grant closing.

29. Special Requirements

Any public information events are to be coordinated in advance with Rural Development through our Public Information Coordinator in our State Office. These events are to be planned in order for the public to be aware of this project and Rural Development's participation in the project.

If the conditions set forth in this letter are not met within 12 months from the date of this letter, RD reserves the right to discontinue processing of the application. In the event the project has not advanced to the point of loan closing within 12 months and it is determined the applicant still wishes to proceed, it may be necessary to review the conditions outlined in this letter. If during that review, it is determined the conditions outlined are no longer adequate, RD reserves the right to require that the letter of conditions be revised or replaced.

We believe the information in this letter clearly sets forth the conditions which must be complied with; however, this letter does not relieve you from meeting the requirements of RD Instruction 1780. If you have any questions, please do not hesitate to contact me.

Mr. Kelvin Washington, Chairman
Richland County

21

Sincerely,

MICHELE J. CARDWELL
Acting Community Programs Director

Attachments

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE County Council

OF THE Richland County

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS Sewer

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Richland County
(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

NINE MILLION THREE HUNDRED FIFTY-NINE THOUSAND AND XX / 100 DOLLARS (9,359,000.00)

pursuant to the provisions of Revenue Bond Act for Utilities as amended; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legally permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Agriculture, Clearance Officer, OIRM, Room 404-W, Washington, DC 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0575-0015), Washington, DC 20503.

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the **Richland County** _____

hereby certify that the **County Council** _____ of such Association is composed of _____ members, of whom _____ constituting a quorum, were present at a meeting thereof duly called and held on the _____ day of _____, _____ that the foregoing resolution was adopted at such meeting by the vote shown above. I further certify that as of _____, _____ the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this _____ day of _____.

of **Richland County** _____

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to Adopt and Codify the 2011 Edition of the International Electrical Code and the 2012 Editions of the International Residential Code, International Building Code, International Fire Code, International Fuel/Gas Code, International Mechanical Code, International Plumbing Code, and International Property Maintenance Code **[THIRD READING]**
[PAGES 100-106]

Notes

July 23, 2013 - The Committee unanimously approved the recommendation that Council adopt and then codify the 2011 edition of the National Electrical Code, and the 2012 editions of the International Residential Code, International Building Code, International Plumbing Code, International Mechanical Code, International Fire Code, and International Property Maintenance Codes

First Reading: September 10, 2013

Second Reading: September 17, 2013

Third Reading:

Public Hearing: September 10, 2013

Richland County Council Request of Action

Subject: To Adopt and Codify the 2011 Edition of the National Electrical Code and the 2012 Editions of the International Residential, Building, Plumbing, Mechanical, Fire and Property Maintenance Codes respectively.

A. Purpose

County Council is requested to adopt and then codify the 2011 edition of the National Electrical Code, and the 2012 editions of the International Residential Code, International Building Code, International Plumbing Code, International Mechanical Code, International Fire Code, and International Property Maintenance Codes.

B. Background / Discussion

On June 7, 2011, County Council enacted Ordinance No. 028-11HR, which adopted the 2008 edition of the National Electrical Code. On September 1, 2009, County Council adopted the 2006 International Residential Code, including Ch. 1 (Administration). On July 15, 2008, County Council enacted Ordinance No. 038-08HR, which adopted the 2006 editions of the International Building Code, International Plumbing Code, International Mechanical Code, International Fire Code, and International Property Maintenance Code.

C. Legislative / Chronological History

Pursuant to its authority in Section 6-9-40 and in Section 6-9-50 of the SC Code of Laws, the South Carolina Building Codes Council recently adopted the 2011 edition of the National Electrical Code and the 2012 editions of the International Residential Code, International Building Code, International Plumbing Code, International Mechanical Code, International Fire Code, and International Property Maintenance Code, all such codes to go into effect throughout the state on July 1, 2013.

This is a staff-initiated request, as adopting and codifying the 2011 edition of the National Electrical Code, and the 2012 editions of the International Residential Code, International Building Code, International Plumbing Code, International Mechanical Code, International Fire Code, and International Property Maintenance Code will allow the public to have more readily available access to the correct building codes in effect at any particular time.

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

1. Approve the request to amend Chapter 6 of the Richland Council Code of Ordinances to adopt the 2011 edition of the National Electrical Code and the 2012 editions of the International Residential Code, International Building Code, International Plumbing Code, International Mechanical Code, International Fire Code, and International Property Maintenance Code by approving the attached ordinance. If this alternative is chosen, the County Code of Ordinances will be consistent with State law, and it will be easier for Building and Fire Inspectors to enforce, as they can then cite the proper section of the County's Code.

2. Do not approve the request to amend Chapter 6 of the Richland Council Code of Ordinances by approving the attached ordinance, which adopts the 2011 edition of the National Electrical Code and the 2012 editions of the International Residential Code, International Building Code, International Plumbing Code, International Mechanical Code, International Fire Code, and International Property Maintenance Code. If this alternative is chosen, the County and its citizens will still have to comply with the current editions of the aforesaid Codes, but it will conflict with the information provided on the County's website regarding which building codes are currently in effect. In essence, the website would be providing incorrect information to the public.

F. Recommendation

It is recommended that Council approve the request to adopt and codify the 2011 edition of the National Electrical Code and the 2012 editions of the International Residential Code, International Building Code, International Plumbing Code, International Mechanical Code, International Fire Code, and International Property Maintenance Code by approving the attached ordinance, so that this information can be placed into the Richland County Code of Ordinances and on the internet, therefore being more available to interested citizens.

Recommended by: Donny Phipps Department: Building Codes Date: 6/10/13

G. Reviews

Finance

Reviewed by Daniel Driggers:

Recommend Council approval

Comments regarding recommendation:

Date: 7/10/13

Recommend Council denial

No financial impact noted

Reviewed by: Elizabeth McLean

Recommend Council approval

Comments regarding recommendation:

Date: 7/19/13

Recommend Council denial

Administration

Reviewed by: Sparty Hammett

Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; SO AS TO ADOPT AND CODIFY THE 2011 EDITION OF THE INTERNATIONAL ELECTRICAL CODE AND THE 2012 EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL BUILDING CODE, INTERNATIONAL FIRE CODE, INTERNATIONAL FUEL/GAS CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL PLUMBING CODE, AND INTERNATIONAL PROPERTY MAINTENANCE CODE.

WHEREAS, pursuant to its authority in Section 6-9-40 and in Section 6-9-50 of the SC Code of Laws, the South Carolina Building Codes Council recently adopted the 2011 edition of the National Electrical Code and the 2012 editions of the International Residential Code, International Building Code, International Plumbing Code, International Mechanical Code, International Fire Code, and International Property Maintenance Code; and

WHEREAS, all such building codes will go into effect throughout the state of South Carolina on July 1, 2013; and

WHEREAS, adoption and codification of the latest building codes is in the public interest as it provides accurate information to interested citizens.

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article III, Building Codes; Section 6-82, Adopted; is hereby amended to read as follows:

Sec. 6-82. Adopted.

(a) There is hereby adopted by the County Council the ~~2006~~ 2012 International Residential Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The construction, alteration, repair, or demolition of every one- and two- family dwelling structure and accessory structures shall conform to the requirements of this Code.

(b) There is hereby adopted by the county council the ~~2006~~ 2012 International Building Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The construction, alteration, repair, or demolition of every building or structure (other than a one or two family dwelling structure) shall conform to the requirements of this Code.

SECTION II. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IV, Electrical Code; Section 6-97, Adopted; is hereby amended to read as follows:

Sec. 6-97. Adopted.

The workmanship, construction, maintenance, or repair of all electrical work shall conform to the requirements set forth in the ~~2008~~ 2011 edition of the National Electrical Code, published by the National Fire Prevention Association.

SECTION III. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article V, Fire Prevention Code; Section 6-114, Adopted; Applicability, Etc.; Subsection (a); is hereby amended to read as follows:

(a) There is hereby adopted by the county council the ~~2006~~ 2012 edition of the International Fire Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc.

SECTION IV. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VI, Gas Code; is hereby amended to read as follows:

ARTICLE VI. GAS CODE

Sec. 6-125. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all piping extending from the point of delivery of gas for use as a fuel and designated to convey or carry the same gas appliances, and regulating the installation and maintenance of appliances designated to use such gas as a fuel, in all buildings and structures that are not regulated by the ~~2006~~ 2012 edition of the International Residential Code.

Sec. 6-126. Adopted.

There is hereby adopted by the county council the ~~2006~~ 2012 edition of the International Fuel/Gas Code, and all amendments thereto, as published by the International Code Council, Inc. The installation, workmanship, construction, maintenance, or repair of all gas work shall conform to the requirements of this Code.

SECTION V. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VII, Mechanical Code; Section 6-139, Purpose; is hereby amended to read as follows:

Sec. 6-139. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all mechanical systems and other related appurtenances that are not regulated by the ~~2006~~ 2012 edition of the International Residential Code.

SECTION VI. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VII, Mechanical Code; Section 6-140, Adopted; is hereby amended to read as follows:

Sec. 6-140. Adopted.

There is hereby adopted by the county council the ~~2006~~ 2012 International Mechanical Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The installation of mechanical systems, including alterations, repair, replacements, equipment, appliances, fixtures, and/or appurtenances shall conform to these Code requirements.

SECTION VII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VIII, Plumbing Code; Section 6-153, Purpose; is hereby amended to read as follows:

Sec. 6-153. Purpose.

The purpose of this article is to provide for regulating the installation, alteration, and maintenance of all plumbing and other related appurtenances that are not regulated by the ~~2006~~ 2012 edition of the International Residential Code.

SECTION VIII. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VIII, Plumbing Code; Section 6-154, Adopted; is hereby amended to read as follows:

Sec. 6-154. Adopted.

There is hereby adopted by the county council the ~~2006~~ 2012 International Plumbing Code, including Chapter 1 (Administration), and all amendments thereto, as published by the International Code Council, Inc. The installation, workmanship, construction maintenance or repair of all plumbing work shall conform to the requirements of this Code.

SECTION IX. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article X, Property Maintenance; Section 6-182, Adoption; is hereby amended to read as follows:

Sec. 6-182 ~~Adoption~~ Adopted.

The ~~2006~~ 2012 edition of the International Property Maintenance Code and all amendments thereto, as published by the International Code Council, Inc., is hereby adopted verbatim and incorporated by reference.

SECTION X. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION XI. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION XII. Effective Date. This ordinance shall be effective from and after _____, 2013.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE _____ DAY

OF _____, 2013

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

First Reading: September 10, 2013 (tentative)
Second Reading:
Public Hearing:
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2013-2014 General Fund Budget to Add Six School Resource Officer Positions for Sheriff's - SRO School District 5 **[THIRD READING] [PAGES 107-111]**

Notes

First Reading: July 23, 2013
Second Reading: September 17, 2013
Third Reading:
Public Hearing:

Richland County Council Request of Action

Subject: Request to Add School Resource Officer Positions

A. Purpose

The Richland County Sheriff's Department is requesting the addition of eight (8) new deputy positions to fill the requested needs of Richland-Lexington School District 5 for additional School Resource Officers.

B. Background / Discussion

Richland –Lexington School District 5 has requested the addition of eight (8) School Resource Officers beginning with the 2013-2014 school year. The request is cost-neutral to the county with 100% of the cost contributed by Richland –Lexington School District 5.

The request includes 2 School Resource Officers to be placed at Spring Hill High School and the CATE/Alternative Academy. Funding for these officers has been requested through the U.S Department of Justice, Justice Assistance Grant (JAG) program. The grant budget request for this project was approved by county council during the FY14 budget process. However, due to ongoing federal budget issues, grant award notifications have not been issued at this time. Notice of award could arrive at any time, but this request is being made in the event that grant funding is delayed further or does not materialize. Richland-Lexington School District 5 has agreed to cover the cost of these officers in the event that grant funding is not available.

C. Legislative / Chronological History

This is a staff-initiated request; therefore, there is no legislative history.

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

1. Approve the request to fund the proposed addition of eight (8) deputies to fill SRO positions to be placed in the respective district schools.

2. Do not approve the request to fund the proposed addition of eight (8) deputies to fill SRO positions to be placed in the respective district schools. This alternative will result in RCSD not being able to meet the identified need of Richland-Lexington 5 to fill the requested positions.

F. Recommendation

It is recommended that Council approve the eight (8) new School Resource Officer positions to be funded in total by Richland-Lexington School District 5.

Recommended by: Sheriff Leon Lott Department: Sheriff's Office Date: 7/11/13

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 7/17/13

Recommend Council approval Recommend Council denial
Comments regarding recommendation: No cost associated with the program was included in the request of action and the information has been requested from the Sheriff's Department. In effort to prevent delays, I'd recommend approval contingent upon receiving the cost data before finalizing. Request is consistent with the School Resource Officer (SRO) program in other districts and the burden is to be paid 100% by the School District. It would require a budget amendment with three readings.

Legal

Reviewed by: Elizabeth McLean Date: 7/17/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Sparty Hammett Date: 7/18/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. __ -13HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 GENERAL FUND BUDGET TO ADD SIX SCHOOL RESOURCE OFFICER POSITIONS FOR SHERIFF'S – SRO SCHOOL DISTRICT 5.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. That the amount of 0 dollars (\$0) be appropriated specifically to the Richland County Sheriff – SRO School District 5 for “Six School Resource Officers”. Therefore, the Fiscal Year 2013-2014 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2013 as amended:	\$ 109,926,338
Appropriation of General Fund unassigned fund balance	\$ 0
Total General Fund Revenue as Amended:	\$ 109,926,338

EXPENDITURES

Expenditures appropriated July 1, 2013 as amended:	\$ 109,926,338
Increase to Sheriff – SRO School District Five	\$ 0
Total General Fund Expenditures as Amended:	\$ 109,926,338

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2013.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

ATTEST THIS THE ____ DAY

OF _____, 2013

Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

First Reading:
Second Reading:
Public Hearing:
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Article I, In General; so as to create a new section to handle roadway improvements in the Town of Irmo, South Carolina; and Amending Chapter 21, Roads, Highways and Bridges; Article I, In General; Section 21-6(A); so as to accommodate the new section **[FIRST READING] [PAGES 112-130]**

Notes

July 23, 2013 - The Committee unanimously approved Mr. McDonald's recommendation to defer the item to the September 24, 2013 Committee meeting.

Richland County Council Request of Action

Subject: Acceptance of Roadways for Maintenance
in the Town of Irmo

A. Purpose

To amend Ordinance 21-6 that controls acceptance of roadways so that where a development in the Town of Irmo is located in both Richland and Lexington Counties with more than 50% of the development located in Lexington County, the public improvements will be controlled by Lexington County regulations.

B. Background / Discussion

Richland County provides roadway maintenance to the Town of Irmo under an Intergovernmental Agreement approved in 2007 (see Appendix 1). The Intergovernmental Agreement makes Public Works responsible for roadway and drainage maintenance within the incorporated community. Richland County has this type of agreement in effect with every community within the county except the City of Columbia. Many other county services are provided by this method.

The Town of Irmo is located on the boundary line between Richland and Lexington Counties and accepts roads created by land development projects that may be located in both Counties. Richland and Lexington Counties have different standards and processes for accepting roads for public maintenance. The Town of Irmo has requested Richland and Lexington Counties to create a policy that allows for consistent standards within a development.

Below is a summary of the differences in standards and processes as it relates to road construction:

- The average Daily Traffic (ADT) is calculated differently, which is a factor in road design.
- Richland County uses a structural number based on the soil type to design the pavement thickness. Lexington County offers design criteria for pavement thickness based on two options: one with and one without a soils report. In the instances where a soils report is provided, Lexington County's design standards are less than our minimum design standards.
- An important test prior to placing pavement is the proof roll. This is typically accomplished by observing the passage of a loaded dump truck over the area to be paved. Richland County requires density reports from a geotechnical engineer prior to proof roll and Lexington County receives information from the geotechnical technician on site at proof roll.
- Richland County requires asphalt core data, which is used to analyze the integrity of road construction and is a factor in acceptance. Lexington County *may* require this data.
- Richland County regulations require a maximum specified time frame that subgrade and/or stone base can be left exposed to prohibit damage by inclement weather. Lexington County's regulations do not specify a timeframe.

C. Legislative / Chronological History

See the Intergovernmental Agreement dated July 2007 in Appendix 1.
See Section 21-6 of Richland County Code of Ordinances in Appendix 2

D. Financial Impact

The differences in standards and processes may result in a thinner pavement section or less rigorous inspection of construction. These conditions could result in a pavement that requires more maintenance or has a shortened life span.

E. Alternatives

1. Approve the request to amend Ordinance 21-6 to allow acceptance for maintenance of pavements constructed to Lexington County standards in the Town of Irmo.
2. Do not approve the request to amend Ordinance 21-6 to allow acceptance for maintenance of pavements constructed to Lexington County standards in the Town of Irmo.

F. Recommendation

It is recommended that Council approve the request to amend section 21-6 to allow acceptance for maintenance of pavements constructed to Lexington County standards in the Town of Irmo, when more than 50% of the development is located in Lexington. The amendment is included in Appendix 3.

Recommended by: Sparty Hammett, Assistant Administrator, February 28, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers	Date: 3/21/13
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Public Works

Reviewed by: David Hoops	Date: 3/22/13
<input type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
<input checked="" type="checkbox"/> Recommend Council Discretion	

Comments regarding recommendation: This request could result in increased future maintenance costs.

Legal

Reviewed by: Elizabeth McLean	Date: 3/22/13
<input type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion. It appears as though Lexington’s standards are not quite as stringent as ours, which could over time potentially lead to more liability for accidents due to road flaws. I assume that our ordinances were passed to protect the health, safety and welfare of the citizens of Richland County and it seems somewhat counterintuitive to exempt out the Town of Irmo from those protections.

Administration

Reviewed by: Sparty Hammett	Date: 3/22/13
-----------------------------	---------------

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This amendment would have minimal financial impact as it would only address residential subdivisions in Irmo that are located in both Lexington and Richland counties. The situation has only occurred on average once every year or two. It is not feasible to construct a road to two different standards. This amendment to have the jurisdiction with the greater percentage of the project serve as the lead is a reasonable compromise to address the issue.

RECEIVED
OCT 11 2007

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL AGREEMENT
) FOR ROADS & MAINTENANCE AND
COUNTY OF RICHLAND) NPDES PHASE II COMPLIANCE

This agreement, made and entered into in duplicate originals this __ day of July, 2007, by and between the County of Richland, a body politic duly created and existing pursuant to the provisions of the S.C. Code Ann. § 4-9-10 *et seq.*, (hereinafter referred to as "the County"), and the Town of Irmo, a municipal corporation, created and existing pursuant to S.C. Code Ann. § 5-7-10 *et seq.* (hereinafter referred to as "the Municipality");

WITNESSETH:

ARTICLE 1 - ROADS, DRAINAGE, SEDIMENT CONTROL, PLAN REVIEW, AND INSPECTION.

WHEREAS, the Municipality wishes to provide for the maintenance of roads and drainage infrastructure within its corporate limits; and

WHEREAS, the Municipality has no staff or equipment for maintenance of roads or drainage infrastructure; and

WHEREAS, the County has staff and equipment for maintenance of roads and drainage infrastructure and provides these services in the unincorporated parts of Richland County; and

WHEREAS, the Municipality wishes to establish consistency with the County with regard to the design and construction of roads and drainage infrastructure, sediment control, and floodplain management; and

WHEREAS, the County has adopted and administers comprehensive design and construction standards for roads, drainage infrastructure, and sediment control measures constructed under its jurisdiction; and

WHEREAS, both parties hereto are authorized to enter into this agreement by virtue of the provisions of Section 4-9-40 of the South Carolina Code of Laws of 1976.

NOW, THEREFORE, in consideration of the promises, and the mutual understanding and obligations hereinafter set forth, the parties hereto agree as follows:

Section I - County Responsibilities

A. Through its Department of Public Works, the County will provide routine maintenance on all those roads, located within the corporate limits of the Municipality, that have been accepted for maintenance either by the County in accordance with Section 21-7 of the Richland County Code of Ordinances or by the Municipality.

The level of maintenance provided will be subject to the availability of funds, labor,

and equipment for the County's overall road maintenance responsibility. The same level of maintenance will be provided on roads within the corporate limits as on those in unincorporated areas. Maintenance will include, but not be limited to:

- Pavement
- Drainage within the R/W
- Traffic Control signs
- Street name signs
- Shoulders, if necessary

With the exception of street name signs, the County will not provide maintenance on roads that have been taken into the State Highway System. The County will provide name signs on all roads within the corporate limits.

B. The County will incorporate the County maintained roads within the corporate limits into its pavement management system. All roads will be selected and prioritized for resurfacing based on their overall condition relative to all other roads in the pavement management system as measured by their pavement condition rating.

C. The drainage infrastructure located off of road rights-of-way within the corporate limits will be maintained by the County subject to the limitations contained in Chapters 21 & 26 of the Richland County Code of Ordinances. The level of maintenance provided will be subject to the availability of funds, labor, and equipment available for the County's overall drainage maintenance responsibilities and strictly within County's guidelines. The same level of maintenance will be provided within the corporate limits as in unincorporated areas.

Maintenance under the terms of this agreement is comprised of, but not limited to, activities such as:

- Cleaning drainage ditches
- Cleaning and/or repairing closed storm sewers
- Cleaning and/or repairing catch basins, drop inlets, junction boxes, etc.
- Minor ditch excavation
- Minor storm sewer installation that can be accomplished by County maintenance forces.

Maintenance does not include construction of major capital drainage improvement projects. Under the terms of this agreement, a major capital drainage improvement project is one requiring a private construction contract in the judgement of the County's Public Works Director.

D. Beginning September 1, 2007, Municipality will be responsible for plan review. The County recognizes the Municipality as an approved Delegated Entity. The County will accept roads and drainage maintenance for these approved projects in accordance with Chapters 21 & 26 of the Richland County Code of Ordinances. The County may require from time to time

documentation as needed, to insure its standards are being met. In addition, the County reserves the right, at any time, to inspect plan review process or inspection reports of a land disturbance project as necessary for quality assurance purposes. The County will be the final authority of issues related to construction quality of facilities it is expected to maintain.

Section II - Municipal Responsibilities

A. As a prerequisite to its authorization for the construction of new developments within the corporate limits involving new roads and/or drainage infrastructure, the Municipality will maintain an approved Delegated Entity.

B. As a prerequisite to its issuance of building permits or land disturbance permits for new commercial buildings within the corporate limits, the Municipality will require the review and approval of site plans with regard to erosion control measures, floodplain management requirements, and road access regulations.

C. As a prerequisite to its acceptance of maintenance responsibilities for new roads and/or drainage systems within the corporate limits, the Municipality will require a certification that they were constructed in accordance with approved plans and specifications.

D. As a prerequisite to its issuance of certificates of occupancy for new commercial buildings within the corporate limits, the Municipality will require the inspection and approval of site improvements related to stormwater management, floodplain management, and road access.

E. The Municipality will submit plans (preliminary plans, approved plans and as-built plans) for developments and commercial buildings within the corporate limits to the County's Engineer's office for Quality Assurance and data management purposes. Municipality will copy to County any of the quality inspection reports during the execution of the project and any other related documentation for County filing purposes.

F. The Municipality, within a reasonable time after the execution of this agreement, shall adopt or amend applicable ordinances as required to make them compatible with the requirements of a Delegated Entity for SC DHEC approval.

Section III - Funding

The County will assess the residents of the Municipality the same taxes and fees for the aforementioned services, and at the same rates that are assessed in the unincorporated areas of Richland County. The taxes and fees generated thereby shall be full compensation to the County for the services provided by the County pursuant to this agreement. The provisions of this section are applicable to:

- Real and personal property taxes
- Automobile registration fees
- Subdivision processing fees

"C" funds allocated to Richland County pursuant to State statute will be utilized by the

County for road improvement projects within the corporate limits as well as in the unincorporated parts of Richland County. The County will initiate projects on behalf of the Municipality in accordance with its established capital road improvement programs.

Section IV - Capital Drainage Improvements

Capital improvement programs to improve drainage and reduce the impact of flooding in the unincorporated parts of Richland County are occasionally funded by the County through the issuance of bonds. To participate in these programs, the Municipality must request and agree to have the millage for bond debt service levied within the corporate limits. If approved by County Council, capital projects within the corporate limits will be eligible for inclusion in the program. The County would provide program management and project management. Project selection within the corporate limits will be done in consultation with the Municipality.

ARTICLE 2 - NPDES STORMWATER PERMIT COVERAGE

WHEREAS, the Municipality is responsible for compliance with NPDES stormwater discharge permit requirements within its corporate limits; and

WHEREAS, the Municipality and the County have determined that the Municipality will be responsible for providing the services required by the NPDES permit within the corporate limits; and

WHEREAS, both parties hereto are authorized to enter into this agreement by virtue of the provisions of Section 4-9-40 of the South Carolina Code of Laws of 1976.

NOW, THEREFORE, in consideration of the promises, and the mutual understanding and obligations hereinafter set forth, the parties hereto agree as follows:

Section I- Obligation to Comply with Permit

The Municipality shall be responsible for compliance with the NPDES permit and the County shall have no responsibility for compliance. The County shall only be responsible for maintenance of the storm drainage system per Article I.

ARTICLE 3 - GENERAL

Section I- Severability

The provisions of this Agreement are to be considered joint and severability such that the invalidity of any one section will not invalidate the entire agreement.

Section II- Successors and Assigns

Whenever in this Agreement the Municipality or the County is named or referred to, it shall be deemed to include its or their successors and assigns and all covenants and agreements in this

Agreement contained by or on behalf of the Municipality or the County shall bind and inure to the benefit of its or their successors and assigns whether so expressed or not.

Section III - Extension of Authority

The parties agree that all authorizations, empowerments, and all rights, titles, and interest referred or referenced to in this Agreement are intended to supplement the authority the County has or may have under any provision of law.

Section IV - Termination by the County

The County shall be entitled to terminate this Agreement, and the County shall be released from any obligations under this agreement if: (1) the County is rendered unable to charge or collect the applicable taxes or fees; or (2) the County Council acts to terminate this Agreement with the Municipality due to an adverse court decision affecting the intent of this Agreement.

Section V- Termination by the Municipality

The Municipality shall be entitled to terminate this Agreement, and the County shall be released from any obligations under this agreement if the Municipal governing body acts to terminate this Agreement with the County due to an adverse court decision regarding this Agreement or a contrary EPA/SC DHEC regulation.

In the event the Municipality terminates this agreement, the County shall be entitled to continue to collect all applicable taxes and fees within the Municipality for the tax year when the termination occurs. However, the Municipality will be entitled to a pro-rata distribution of such collections based on the percentage of the calendar year such services were provided.

Section VI- Insurance

For the duration of this Agreement, each party shall maintain a liability program adequate to meet at least the limits of the South Carolina Tort Claims Act.

Section VII- Duration

The duration of this Agreement shall be for a term of five (5) years, and will be automatically renewed for a like term unless one of the parties to the Agreement gives written notice to the other parties of an intent to terminate. Said notices must be given at least sixty (60) days prior to the County Auditor's calculations of the millage rates for the upcoming tax year; or unless otherwise terminated pursuant to Article III, Section IV or V, above.

Section VIII- Previous Agreements

This agreement supersedes all previous agreements between the County and the Municipality covering provision of these services.

IN WITNESS WHEREOF, the parties hereto have hereunder caused their names to be affixed

as heretofore duly authorized on the date first above written.

WITNESSES:

Debra Keating
Tony McDonald

John
John

COUNTY OF RICHLAND

By: [Signature]
Milton Pope
County Administrator

Richland County Attorney's Office
[Signature]
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

TOWN OF IRMO

By: [Signature]
John L. Gibbons
Mayor

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SO AS TO CREATE A NEW SECTION TO HANDLE ROADWAY IMPROVEMENTS IN THE TOWN OF IRMO, SOUTH CAROLINA; AND AMENDING CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SECTION 21-6 (A); SO AS TO ACCOMMODATE THE NEW SECTION.

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE RICHLAND COUNTY COUNCIL:

SECTION I. The Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Article I, In General; is hereby amended by the creation of a new Section to read as follows:

Sec. 21-5.5. Standards for improving roadways in the Town of Irmo, South Carolina.

On roadways being constructed or improved in the Town of Irmo, South Carolina, which are going to be or are already located in both Richland County and Lexington County, the following regulations shall be followed:

- (1) If more than fifty percent (50%) of the planned roadway improvement for all phases of the approved development are located in Lexington County
 - a. All improvements will be constructed to the standards of Lexington County.
 - b. Upon acceptance of improvements by Lexington County and the Town of Irmo, Richland County will accept the improvements located in Richland County for maintenance.
- (2) If more than fifty percent (50%) of the planned roadway improvements for all phases of the approved development are located in Richland County:
 - a. All improvements will be constructed to the standards of Richland County.
 - b. Upon acceptance of improvements by Richland County and the Town of Irmo, Lexington County will accept the improvements located in Lexington County for maintenance.
- (3) The percentage of planned roadway improvements in each County will be based upon centerline feet of roadway.

- (4) In conformance with Section 21-6 (b) of this Chapter, the provisions of this Section will apply to residential, commercial and industrial subdivisions. Streets and drainage systems serving group developments such as shopping centers, apartment complexes, condominiums, and mobile home parks will not be accepted for maintenance by Richland County.

SECTION II. The Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Article I, In General; Section 26-6 (a); is hereby amended to read as follows:

(a) Except as provided for in sections 21-4, ~~and 21-5, and 21-5.5~~ above, only those streets, roads, and drainage systems designed and constructed in accordance with the standards prescribed herein will be accepted for maintenance by the County.

SECTION III. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION IV. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION V. Effective Date. This ordinance shall be effective from and after _____, 2013.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE _____ DAY
OF _____, 2013.

Michelle M. Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

First Reading:
Second Reading:

Public Hearing:
Third Reading:

accepted for maintenance either by the County in accordance with Section 21-7 of the Richland County Code of Ordinances or by the Municipality.

The level of maintenance will be subject to the availability of funds, labor, and equipment for the County's overall road maintenance responsibility. The same level of maintenance will be provided on roads within the corporate limits as on those in unincorporated areas. Maintenance will include, but not be limited to:

- Pavement
- Drainage within the R/W
- Traffic Control signs
- Street name signs
- Shoulders, if necessary

With the exception of street name signs, the County will not provide maintenance on roads that have been taken into the State Highway System. The County will provide name signs on all roads within the corporate limits.

B. The County will incorporate the County maintained roads within the corporate limits into its pavement management system. All roads will be selected and prioritized for resurfacing based on their overall condition relative to all other roads in the pavement management system as measured by their pavement condition rating.

C. The drainage infrastructure located off of road rights-of-way within the corporate limits will be maintained by the County subject to the limitations contained in Chapters 21 & 26 of the Richland County Code of Ordinances. The level of maintenance provided will be subject to the availability of funds, labor, and equipment available for the County's overall drainage maintenance responsibilities and strictly within County's guidelines. The same level of maintenance will be provided within the corporate limits as in unincorporated areas.

Maintenance under the terms of this agreement is comprised of, but not limited to, activities such as:

- Cleaning drainage ditches
- Cleaning and/or repairing closed storm sewers
- Cleaning and/or repairing catch basins, drop inlets, junction boxes, etc.
- Minor ditch excavation
- Minor storm sewer installation that can be accomplished by County maintenance forces

Maintenance does not include construction of major capital drainage improvement projects. Under the terms of this agreement, a major capital drainage improvement project is one requiring a private construction contract in the judgment of the County's Public Works Director.

D. Beginning September 1, 2007, Municipality will be responsible for plan review. The County recognizes the Municipality as an approved Delegated Entity. The County will accept

roads and drainage maintenance for these approved projects in accordance with Chapters 21 & 26 of the Richland County Code of Ordinances. In accordance with Section 21-5.5. of the Richland County Code of Ordinances, the County will accept roads and drainage maintenance on projects built to Lexington County standards for those portions which are in Richland County. In developments located in both counties and in which more than fifty percent (50%) of the roadway improvements are located in Lexington County. The County may require from time to time documentation as needed, to ensure its standards are being met. In addition, the County reserves the right, at any time, to inspect plan review process or inspection reports of a land disturbance project as necessary for quality assurance purposes. The County will be the final authority of issues related to construction quality of facilities it is expected to maintain.

Section II – Municipal Responsibilities

- A. As a prerequisite to its authorization for the construction of new developments within the corporate limits involving new roads and/or drainage infrastructure, the Municipality will maintain an approved Delegated Entity.
- B. As a prerequisite to its issuance of building permits or land disturbance permits for new commercial buildings within the corporate limits, the Municipality will require the review and approval of site plans with regard to erosion control measures, floodplain management requirements, and road access regulations.
- C. As a prerequisite to its acceptance of maintenance responsibilities for new roads and/or drainage systems within the corporate limits, the Municipality will require a certification that they were constructed in accordance with approved plans and specifications.
- D. As a prerequisite to its issuance of certificates of occupancy for new commercial buildings within the corporate limits, the Municipality will require the inspection and approval of site improvements related to stormwater management, floodplain management, and road access.
- E. The Municipality will submit plans (preliminary plans, approved plans, and as-built plans) for developments and commercial buildings within the corporate limits to the County's Engineer's office for Quality Assurance and data management purposes. Municipality will copy to County any of the quality inspection reports during the execution of the project and any other related documentation for County filing purposes.
- F. The Municipality, within a reasonable time after the execution of this agreement, shall adopt or amend applicable ordinances as required to make them compatible with the requirements of a Delegated Entity for SC DHEC approval.

Section III – Funding

The County will assess the residents of the Municipality the same taxes and fees for the aforementioned services, and at the same rates that are assessed in the unincorporated areas of Richland County. The taxes and fees generated thereby shall be full compensation to the County

for the services provided by the County pursuant to this agreement. The provisions of this section are applicable to:

- Real and personal property taxes
- Automobile registration fees
- Subdivision processing fees

“C” funds allocated to Richland County pursuant to State statute will be utilized by the County for road improvement projects within the corporate limits as well as in the unincorporated parts of Richland County. The County will initiate projects on behalf of the Municipality in accordance with its established capital road improvement program.

Section IV – Capital Drainage Improvements

Capital improvement programs to improve drainage and reduce the impact of flooding in the unincorporated parts of Richland County are occasionally funded by the County through the issuance of bonds. To participate in these programs, the Municipality must request and agree to have the millage for bond debt service levied within the corporate limits. If approved by County Council, capital projects within the corporate limits will be eligible for inclusion in the program. The County would provide program management and project management. Project selection within the corporate limits will be done in consultation with the Municipality.

ARTICLE 2 – NPDES STORMWATER PERMIT COVERAGE

WHEREAS, the Municipality is responsible for compliance with NPDES stormwater discharge permit requirements within its corporate limits; and

WHEREAS, the Municipality and the County have determined that the Municipality will be responsible for providing the services required by the NPDES permit within the corporate limits; and

WHEREAS, both parties hereto are authorized to enter into this agreement by virtue of the provisions of Section 4-9-40 of the South Carolina Code of Laws of 1976.

NOW, THEREFORE, in consideration of the promises, and the mutual understanding and obligations hereinafter set forth, the parties hereto agree as follows:

Section I – Obligation to Comply with Permit

The Municipality shall be responsible for compliance with the NPDES permit and the County shall have no responsibility for compliance. The County shall only be responsible for maintenance of the storm drainage system per Article I.

ARTICLE 3 – GENERAL

Section I – Severability

The provisions of this agreement are to be considered joint and severability such that the invalidity of any one section will not invalidate the entire agreement.

Section II – Successors and Assigns

Whenever in this agreement the Municipality or the County is named or referred to, it shall be deemed to include its or their successors and assigns and all covenants and agreements in this agreement contained by or on behalf of the Municipality or the County shall bind and inure to the benefit of its or their successors and assigns whether so expressed or not.

Section III – Extension of Authority

The parties agree that all authorizations, empowerments, and all rights, titles, and interest referred or referenced to in this agreement are intended to supplement the authority the County has or may have under any provision of law.

Section IV – Termination by the County

The County shall be entitled to terminate this agreement, and the County shall be released from any obligations under this agreement if: (1) the County is rendered unable to charge or collect the applicable taxes or fee; or (2) the County Council acts to terminate this agreement with the Municipality due to an adverse court decision affecting the intent of this agreement.

Section V – Termination by the Municipality

The Municipality shall be entitled to terminate this agreement, and the County shall be released from any obligations under this agreement if the Municipal governing body acts to terminate this agreement with the County due to an adverse court decision regarding this agreement or a contrary EPA/SC DHEC regulation.

In the event the Municipality terminates this agreement, the County shall be entitled to continue to collect all applicable taxes and fees within the Municipality for the tax year when the termination occurs. However, the Municipality will be entitled to a pro-rata distribution of such collections based on the percentage of the calendar year such services were provided.

Section VI – Insurance

For the duration of this agreement, each party shall maintain a liability program adequate to meet at least the limits of the South Carolina Tort Claims Act.

Section VII – Duration

The duration of this agreement shall be for a term of five (5) years, and will be automatically renewed for a like term unless one of the parties to the agreement gives written notice to the other parties of an intent to terminate. Said notices must be given at least sixty (60) days prior to the County Auditor’s calculations of the millage rates for the upcoming tax year; or unless otherwise terminated pursuant to Article III, Section IV or V, above.

Section VIII – Previous Agreements

This agreement supersedes all previous agreements between the County and the Municipality covering provision of these services.

IN WITNESS WHEREOF, the parties hereto caused their names to be affixed as heretofore duly authorized on the date first above written.

WITNESSES:

COUNTY OF RICHLAND

By: _____
Tony McDonald
County Administrator

TOWN OF IRMO

By: _____
Hardy King
Mayor

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Building and Building Regulations; Article III, Building Codes; Section 6-84, Boarded-Up Structures; so as to provide regulations for commercial boarded-up structures, as well as residential boarded-up structures; and to reference the "Property Maintenance" Division rather than the "Unsafe Housing" Division **[FIRST READING] [PAGES 131-138]**

Notes

July 23, 2013 - The Committee deferred the item to the September 24, 2013 Committee meeting.

Richland County Council Request of Action

Subject: Amend Section 6-84, Boarded-up Structures, so as to include commercial structures; and change the name of the “Unsafe Housing Division” to the “Property Maintenance Division”.

A. Purpose

County Council is requested to approve an ordinance amendment to the Richland County Code of Ordinances; Chapter 6, Buildings and Building Regulations; so as to provide regulations for commercial boarded-up structures, as well as residential boarded-up structures; and to change the reference from the “Unsafe Housing Division” to the “Property Maintenance Division”.

B. Background / Discussion

Over the past years, Richland County has experienced an increase in the number of dilapidated residential and commercial structures. This trend can be attributed to normal attrition due to generational transition within families, economic downturn, or other varying factors. As result, many of these structures become abandoned, unsecured, and unsafe, thus impacting the quality of life for all Richland County residents who are exposed to the inherent consequences of these conditions.

Currently, provisions in both the International Building and Fire Codes identify the Building Department as the entity charged with the enforcement of “unsafe conditions” and “unsafe structures”. However, no division within the Building Department had been responsible up to this point for the enforcement of unsafe commercial buildings. With this ordinance amendment, it will be clear that the Building Department will now assume this responsibility.

In addition, we are requesting to change the name of the Unsafe Housing Division to the “Property Maintenance Division”. This request will clarify that unsafe housing was only one facet of what this division will be doing.

The Property Maintenance Division will be responsible for ensuring that existing residential and commercial structures and their premises conform to the requirements of the International Property Maintenance Code (IPMC).

We feel the name of the division should reflect the intent of the code, which is to ensure existing structures and premises provide a minimum level of health and safety as required within the International Property Maintenance Code.

C. Legislative / Chronological History

This is a staff-initiated request. Therefore, there is no legislative history.

D. Financial Impact

There is no financial impact associated with this request for FY14. Two Permit Specialist positions were vacated due to employee promotions in June. When the workload was analyzed, it was determined that there was no need to fill both of the positions. The Building Inspections Department filled one of the Permit Specialist positions, and will reclassify the other position to an Inspector to provide additional staffing if Council approves this Request of Action.

Funding for demolition of Unsafe Commercial Structures would then be identified during the FY15 budget process.

E. Alternatives

1. Approve the request to amend Section 6-84 to provide regulations for commercial boarded-up structures, as well as residential boarded-up structures; and to reference the Division's new name of "Property Maintenance Division".
2. Do not approve the request to amend Section 6-84 to provide regulations for commercial boarded-up structures, as well as residential boarded-up structures; and to reference the Division's new name of "Property Maintenance Division".

F. Recommendation

It is recommended that Council approve the request to amend Section 6-84 to provide regulations for commercial boarded-up structures, as well as residential boarded-up structures; and to reference the Division's new name of "Property Maintenance Division".

Recommended by: Donny Phipps

Date: July 25, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 9/11/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 9/11/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Sparty Hammett

Date: 9/18/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval to amend Section 6-84 to provide regulations for commercial boarded-up structures, as well as residential boarded-up structures; and to reference the Division's new name of "Property Maintenance Division".

If Council approves this Request of Action, the Building Inspections Department will reclassify a Permit Specialist position to an Inspector to provide additional staffing to support the ordinance amendment. Funding for demolition of Unsafe Commercial Structures would then be identified during the FY15 budget process.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; ARTICLE III, BUILDING CODES; SECTION 6-84, BOARDED-UP STRUCTURES; SO AS TO PROVIDE REGULATIONS FOR COMMERCIAL BOARDED-UP STRUCTURES, AS WELL AS RESIDENTIAL BOARDED-UP STRUCTURES; AND TO REFERENCE THE “PROPERTY MAINTENANCE” DIVISION RATHER THAN THE “UNSAFE HOUSING” DIVISION.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article III, Building Codes; Section 6-84, Boarded-up Structures; is hereby amended to read as follows:

Sec. 6-84. Boarded-up structures.

- (a) *Purpose.* The purpose of this section is to promote the health, safety and welfare of the citizens of the county by establishing regulations for boarded-up structures in order to prevent their detrimental effects in the county’s neighborhoods.
- (b) *Authority.* The Housing Official or designee(s) shall be responsible for the administration and enforcement of the provisions of this section.
- (c) *Registration.*
 - (1) Any person or owner that intends to board up a commercial structure or a residential structure shall comply with subsection (d) Covering of any means of egress and ingress of structures (see below).
 - (2) An application for registration must be made by the owner of for the boarded up commercial or residential structure on a form prescribed by the building department, and submitted to the division. The completed registration form shall contain at a minimum the following information:
 - a. The full name and mailing address of the owner;
 - b. The full address and tax parcel number of the commercial or residential structure to be boarded;
 - c. Telephone number at which the owner may be reached;

- d. If the owner is a partnership or corporation, the owner shall designate one of its general partners or officers to act as its agent and provide the present residence and business addresses and telephone numbers for the agent;
 - e. The owner's plan for the occupancy, repair or demolition of the commercial structure or residential structure;
 - f. The owner's plan for regular maintenance during the period the commercial or residential structure is boarded-up; and
 - g. Such other information as the department shall from time to time deem necessary.
- (3) The owner, under this section, shall have a continuing duty to promptly supplement registration information required by this section in the event that said information changes in any way from what is stated on the original registration.
 - (4) Registration of a boarded up commercial or residential structure does not excuse the owner from compliance with any other applicable ordinance, regulation, or statute, including, without limitation, Chapter 6. By accepting an owner's registration, the Building Department has not determined that the commercial or residential structure being registered is in compliance with any applicable local or state regulation or law.
- (d) *Covering of any means of egress and ingress of structures.*
- (1) It shall be unlawful for any person to cover any means of egress or ingress of a structure so as to secure the structure without first obtaining a permit to do so from the Building Codes and Inspections Department. The permit fee shall be ~~\$25.00~~ \$25.53 for residential buildings and ~~\$50.00~~ \$51.05 for mixed-use and commercial buildings. The permit shall authorize the owner to board the structure in conformance with the "National Arson Prevention Initiative" Board-Up Procedures. No later than five (5) days after boarding the property, the owner shall register the structure with the ~~Unsafe Housing~~ Property Maintenance Division.
 - (2) All boarded material shall be painted so as to match either the dominant color of the exterior of the structure or the color of the trim of the building, if any.
 - (3) Permits issued pursuant to this section shall be valid for no more than ten (10) days.
 - (4) Upon issuance of a permit pursuant to this section, the Housing Official shall list the property on the "Boarded-up Structure Inventory".
 - (5) Notwithstanding any other provision hereunder, it shall be a violation for any person to cover, for a period in excess of one hundred eighty (180) days, any

means of egress or ingress of any structure that is not in compliance with the International Property Maintenance Code or other applicable codes adopted.

- (6) Notwithstanding any other provision hereunder, it shall be a violation for any person to cover any means of egress or ingress of any structure with any material other than materials conforming to the International Residential Code.
- (e) *Requirements; time limit.*
- (1) An owner who registers a boarded up commercial structure or residential structure pursuant to subsection (c), above, must comply with the guidelines for boarding up structures established in subsection (d), above.
 - (2) An owner's registration of a boarded up commercial or residential structure shall expire one hundred eighty (180) days from the date of registration with the department ~~and may not be renewed unless approved by the Housing Official or designee(s).~~ Provided, however, the Housing Official may grant one extension of up to one hundred eighty (180) days if the request is made in writing thirty at least (30) days prior to the original expiration date and if a time line for abatement (either through repair or demolition) is approved.
- (f) Inventory of improperly boarded structures; notification of owners.
- (1) Not less than every sixty (60) days following the adoption of these Procedures, the Housing Official shall update the "Boarded-up Structure Inventory," and shall cause notice of these Procedures and the property owner's obligation to comply with the same, to be mailed by first class certified mail, return receipt requested, to all property owners whose structure is added to the inventory.
 - (2) In the event an owner of a structure that appears on the "Boarded-up Structure Inventory" cannot be located so as to notify the owner of these Procedures, service of notice by publication in the same manner as prescribed by the South Carolina Rules of Civil Procedure is authorized.
- (g) *Violations.*
- (1) It shall be unlawful for the owner of a boarded up commercial or residential structure to fail to register such structure with the department as required by subsection (c), above, except as otherwise provided herein.
 - (2) It shall be unlawful for an owner who has registered a boarded up commercial structure or residential structure to leave the structure boarded up after the expiration of the registration as set forth in subsection (e), above.
 - (3) It shall be unlawful for an owner to board up a commercial or residential structure in a manner that does not comply with this section unless the owner has

obtained the Housing Official's prior written approval for an alternative method of boarding up a commercial or residential structure.

(h) *Notification of violation.*

- (1) The Housing Official shall, on the expiration of one hundred eighty (180) days following the listing of a structure on the "Boarded-up Structure Inventory", give the owner notice of violation of this Section. Such notice shall state that the owner must within thirty (30) days of the notice, remove the non-conforming materials from any means of egress or ingress and replace the same with conforming materials which conform to the International Building Code and that the structure is in compliance with the International Property Maintenance Code.
- (2) Every day of noncompliance shall constitute a separate violation. The covering of any means of egress or ingress as provided under the provisions of this chapter does not stay enforcement of, or compliance with, any orders or notices by the Building Official or designee(s) or relieve any person or owner from complying with all other applicable local and state laws affecting structures and premises.
- (3) Permits shall be obtained by a licensed contractor to abate the commercial or residential structure either through repair or demolition as required by Richland County ordinance and South Carolina rules and regulations.

(i) *Manufactured homes.* Manufactured homes shall only be occupied as a residential structure as set forth by HUD Regulations. All vacant or abandoned manufactured homes shall be in compliance with HUD regulations, the International Property Maintenance Code, and this Chapter. Any repairs shall be made as set forth by HUD Regulations.

Secs.6-85-6-95.Reserved.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2013.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE ____ DAY

OF _____, 2013

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

First Reading:
Second Reading:
Public Hearing:
Third Reading:

Richland County Council Request of Action

Subject

Proclamation Designating October 2013 as Community Planning Month in Richland County **[PAGES 139-142]**

Richland County Council Request of Action

Subject: Proclamation Designating October 2013 as Community Planning Month in Richland County

1. Purpose

County Council is requested to approve a Proclamation Designating October 2013 as Community Planning Month in Richland County.

2. Background / Discussion

The month of October is designated as National Community Planning Month throughout the United States of America and its territories; and the American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment.

Richland County has annually adopted a proclamation designating October as National Community Planning Month, and the attached proclamation is a continuation of that tradition.

3. Legislative / Chronological History

None

4. Financial Impact

There is no financial impact associated with this request

5. Alternatives

1. Approve the Proclamation and proclaim October 2013 as National Community Planning Month.
2. Do not approve the Proclamation and do not proclaim October 2013 as National Community Planning Month.

6. Recommendation

It is recommended Council approve the Proclamation and proclaim October 2013 as National Community Planning Month as submitted.

Recommended by: Tracy Hegler

Date: September 6, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 9/8/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by:

Date: 9/9/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Sparty Hammett

✓ Recommend Council approval

Comments regarding recommendation:

Date: 9/10/13

Recommend Council denial

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A PROCLAMATION

**A PROCLAMATION DESIGNATING OCTOBER 2013 AS
COMMUNITY PLANNING MONTH IN RICHLAND COUNTY**

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and

WHEREAS, the American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of National Community Planning Month is an opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of Richland County, South Carolina; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of Richland County Government in Richland County, South Carolina and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, BE IT PROCLAIMED that the month of October 2013 is hereby designated as Community Planning Month in Richland County, South Carolina, in conjunction with the celebration of National Community Planning Month.

SIGNED AND SEALED, having been adopted by the Richland County Council, in a meeting duly assembled, on the 1st day of October, 2013.

Kelvin Washington, Chairman
Richland County Council

Attest this ____ day of October 2013

Michelle M. Onley
Clerk of Council

Richland County Council Request of Action

Subject

Enter into a Restrictive Covenant Agreement with John A. Grant Concerning Property Located at 6319 Shakespeare Road, Columbia, SC [**PAGES 143-150**]

Richland County Council Request of Action

Subject: Enter into a Restrictive Covenant Agreement with John A. Grant concerning property located at 6319 Shakespeare Road, Columbia, SC.

A. Purpose

County Council is requested to approve entering into a Restrictive Covenant Agreement with John A. Grant concerning property located at 6319 Shakespeare Road, Columbia, SC, TMS #R14215-13-13; and known as the “Columbia Mobile Home Park”.

B. Background / Discussion

On March 1, 2005 County Council approved the Trenholm Acres/Newcastle Community as one of the ten Neighborhood Master Plan areas in Richland County. County Council adopted the Trenholm Acres/Newcastle Master Plan on January 12, 2010.

The Columbia Mobile Home Park is located in the Trenholm Acres Community. Due to the dilapidated conditions of the Columbia Mobile Home Park, and the imminent danger of the structures or buildings on the property present to the public, demolition of the Columbia Mobile Home Park is needed. Entering into a Restrictive Covenant Agreement (draft attached) with the owner, John A. Grant, will ensure that the future improvement and development of the property (where the Columbia Mobile Home Park is located) will follow established covenants that are in accordance with Richland County’s desire to execute the Trenholm Acres/Newcastle Master Plan.

Staff is finalizing the public bid process to select a vendor to carry out the demolition of the Columbia Mobile Home Park using Neighborhood Improvement funding. Once the Restrictive Covenant Agreement and Hold Harmless Agreement are signed, the County will proceed with the demolition.

C. Legislative / Chronological History

This is a staff-initiated request. Therefore, there is no legislative history.

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

1. Approve the request to enter into a Restrictive Covenant Agreement with John A. Grant.
2. Do not approve the request to enter into a Restrictive Covenant Agreement with John A. Grant.

F. Recommendation

It is recommended that Council approve the request to enter into a Restrictive Covenant Agreement with John A. Grant.

Recommended by: Tracy Hegler

Date: September 3, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 9/11/13

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Rodolfo Callwood

Date: 9/11/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Community Development

Reviewed by: Valeria Jackson

Date:

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 9/13/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Legal has previously reviewed the attached agreement and has no further comments at this time. It is important that this agreement be signed in conjunction with the Hold Harmless Agreement mentioned in the ROA.

Administration

Reviewed by: Sparty Hammett

Date: 9/13/13

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF RICHLAND)

RESTRICTIVE COVENANTS
AGREEMENT r)

THIS AGREEMENT is entered into this _____ day of _____, 2013, by and between the undersigned, John A. Grant, 345 Koon Store Road, Columbia, South Carolina 29203 (hereinafter, “Landowner”), and Richland County, South Carolina (hereinafter, “Richland County”).

WHEREAS, Landowner, by virtue of that certain deed of distribution recorded on in the Richland County Register of Deeds, Deed Book R0836 at Page 3731, is the current owner of that certain 3.78± acre parcel, lot, or tract of land including any improvements thereon, located at 6319 Shakespeare Road, Columbia, SC, TMS #R14215-13-13; and known as the “Columbia Mobile Home Park” (hereinafter, the “Property,”); and

WHEREAS, Richland County is a political subdivision of the State of South Carolina responsible for among other things, the implementation of certain Master and Comprehensive plans for the improvement of the Property, for development of the Property, and for the protection of the value, benefit, and desirability of the Property; and

WHEREAS, on March 1, 2005, County Council approved the Trenholm Acres/Newcastle Community as one of the ten Neighborhood Master Plans areas in Richland County. County Council adopted the Trenholm Acres/Newcastle Master Plan on January 12, 2010; and

WHEREAS, the Columbia Mobile Home Park is located in the Trenholm Acres Community; and

WHEREAS, due to the dilapidated conditions of the Columbia Mobile Home Park, and the imminent danger of the structures or buildings on the property present to the public, demolition of the Columbia Mobile Home Park is needed; and

WHEREAS, Richland County desires that a uniform plan for the improvement and redevelopment of the Property and portions thereof be created and carried out for the benefit of the present and future Landowners of the Property consistent with the Trenholm Acres/Newcastle Master Plan; and

WHEREAS, in consideration of the County’s incurrence of the expense in demolishing these structures and/or buildings, the Owner consents to the adoption and establishment of the following declarations, reservations, restrictions, covenants, conditions and easements (hereinafter, the “Restrictive Covenants,”) to be applied uniformly to the use, improvement, occupancy, and conveyance of all the Property, including the roads, avenues, streets, alleys, and waterways therein; and

WHEREAS, each contract or deed which may be hereafter executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the following Restrictive Covenants (regardless of whether or not the same are set out in full or by reference in said contract or deed);

NOW, THEREFORE, the parties hereto agree that all portions of the Property shall be held, sold, conveyed, and occupied subject to the following Restrictive Covenants, which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors and assigns.

Section One. Permitted Uses.

No part of the Property, nor any building, structure, or improvement on the Property, shall be used for other than Single Family Detached Residential Development. Other uses allowed by the zoning district may be proposed. Proposed uses must be reviewed and approved in writing by Richland County Council as an amendment to this Restrictive Covenant.

Section Two. Construction

It is the intent of Richland County and Landowner to ensure that an aesthetically pleasing development is constructed. All parcels of property will be developed in the manner described under “Permitted Uses” above. Construction will be considered to be underway upon approval by Richland County Building Inspections Department of an acceptable set of building plans , and all applicable building construction permits applied for and issued.

Section Three. Permitted Materials.

No building or other structure or addition to an existing structure, and no new facade on any existing building or other structure, shall hereafter be erected, permitted, or placed on any part of the Property unless approved by Richland County Planning and Development Services Department or Richland County Building Inspections Department, whichever is appropriate.

Section Four. Approval of Plans.

No construction, erection, relocation, or exterior alteration of any buildings, structures, signs, parking areas, loading areas, landscaping, or other facilities may be commenced or completed on any part of the Property hereafter without securing, in advance, the written consent and approval of Richland County. All plans must be submitted in conformance with the provisions of Chapter 26 of the Richland County Code of Ordinances. In addition, the following information, as appropriate, shall be submitted to the Richland County Planning and Development Services Department for its consideration of any plans:

Any other pertinent information requested by Richland County that is needed to show compliance with these Restrictive Covenants. Any approval given by Richland County that was based on incomplete, misleading, or inaccurate statements by the Landowner or his/her representative shall be voidable by Richland County.

Section Five. Landscaping.

The Property shall be landscaped pursuant to Section 26-176 of the Richland County Code of Ordinances, and any portion of the Property not used for buildings, structures, parking areas, loading areas, driveways, streets, and other active uses shall be planted pursuant to a landscaping plan, which shall be submitted to Richland County Planning and Development Services Department for approval, in writing, prior to the commencement of construction.

Section Six. Nuisances.

No part of the Property, nor any building or structure placed on such real estate, shall be used for any purpose or in such a manner as to be a nuisance to the occupants or owners of any other adjoining real estate by reason of emission from or the creation within such real estate, buildings and structures, of odors, gases, dust, smoke, noise, fumes, cinders, soot, vibrations, glare, radiation, radioactivity, waste materials, or any other similar substances, but excluding odors, smoke, or noise consistent with the operation of a restaurant or other use as may be permitted with prior approval by Section One above.

Section Seven. Storage.

No materials, inventory, goods in process, semi-manufactured items, finished products, equipment, parts, rubbish, waste materials, or other personal property shall be kept, stored, maintained, or accumulated on any part of any real estate outside of buildings on the Property, except where prior written approval of Richland County Planning and Development Services Department is secured after adequate screen planting, fencing, setbacks, and compliance with any other conditions required by Richland County Planning and Development Services Department.

Section Eight. Maintenance.

All of the real estate and all buildings, structures, improvements, appurtenances, signs, lawns, landscaping, sidewalks, driveways, parking areas, and entrances on the Property must be maintained, at all times, in a safe, clean, and good condition. In the event that Richland County determines that this provision has been violated, it shall give the Landowner, occupant, or Lessee written notice that he/she has 30 days to cure the violation. If the violation remains uncured after 30 days, Richland County shall have the right, but not the obligation (which right it may exercise or not at any time and for such periods of time as it deems advisable in its exclusive discretion), of maintaining any part or all of such real estate, or any buildings, structures, improvements, appurtenances, signs, lawns, landscaping, sidewalks, driveways, parking areas, and entrances where not properly maintained, in the opinion of Richland County; and all Landowners, occupants, and lessees of such real estate shall pay to Richland County, upon request, the aggregate cost of such maintenance work and expense applicable to that portion of the real estate owned, occupied, or leased by such Landowner, occupants, or lessees.

Section Nine. Enforcement.

If the owner or any lessee or occupant of any part of the Property, or any other person, should violate any of these Restrictive Covenants, it shall be lawful and permissible for Richland County or the Landowner to prosecute any proceeding at law or in equity against the person or persons violating any of these Restrictive Covenants for any remedies that are available, including, but not limited to,

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article II, Administration; Division 4, Licensing and Bonding of Builders, Contractors and Craftsmen; Section 6-66, so as to delete the requirement of Craftsmen Qualification Cards **[FIRST READING] [PAGES 151-155]**

Richland County Council Request of Action

Subject: Delete the requirement of Craftsmen Qualification Cards.

A. Purpose

County Council is requested to approve an ordinance amendment in Chapter 6 of the Richland County Code of Ordinances to delete the requirement of Craftsmen Qualification Cards for any plumbing, gas, mechanical (HVAC) or electrical installation work.

B. Background / Discussion

The Building Codes and Inspections Department issues craftsmen cards to individuals that have a valid City of Columbia craftsmen card or a certificate from Municipal Association of South Carolina (MASC). The City of Columbia used to administer written exams but they stopped administering exams several years ago. However, the MASC certification card is not a license, nor does it require any bonds, or continued education. Therefore, the issuance of craftsmen cards serves no purpose.

In addition, State law requires a South Carolina Department of Labor, Licensing and Regulation (LLR) issued license appropriate for the scope of work to be done ((plumbing, gas, mechanical (HVAC) or electrical)), and provides no reference or allowance of a craftsman card in lieu of same. The attached ordinance would bring us into compliance with state law.

C. Legislative / Chronological History

This is a staff-initiated request. Therefore, there is no legislative history.

D. Financial Impact

There is currently a fee associated with the craftsmen card. It is \$5 for one year or \$25 for five years. For the past three fiscal years we collected the following revenue:

July 1, 2010 - June 30, 2011	July 1, 2011 - June 30, 2012	July 1, 2012 - June 30, 2013	Average
\$ 3,875.00	\$ 2,815.00	\$ 2,240.00	\$2,976.67

Deleting the requirement for Craftsmen Qualification Cards would result in an average \$2,976.67 revenue reduction.

E. Alternatives

1. Approve the request to amend Chapter 6 to delete the requirement of Craftsmen Qualification Cards.
2. Do not approve the request to amend Chapter 6 to delete the requirement of Craftsmen Qualification Cards.

F. Recommendation

It is recommended that Council approve the request to amend Chapter 6 to delete the requirement of Craftsmen Qualification Cards.

Recommended by: Donny Phipps

Date: July 2, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 9/5/13

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 9/5/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Sparty Hammett

Date: 9/10/13

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; ARTICLE II, ADMINISTRATION; DIVISION 4, LICENSING AND BONDING OF BUILDERS, CONTRACTORS AND CRAFTSMEN; SECTION 6-66, SO AS TO DELETE THE REQUIREMENT OF CRAFTSMEN QUALIFICATION CARDS.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article II, Administration; Division 4, Licensing and Bonding of Builders, Contractors and Craftsmen Building Codes; Section 6-66, Craftsmen Qualification Cards; is hereby amended to read as follows:

Sec. 6-66. ~~Craftsmen qualification cards.~~ Reserved.

~~(a) Where any plumbing, gas, mechanical (HVAC) or electrical installation work is being done, a master with a current qualification card issued by Richland County shall be in actual control and in charge of the work being done.~~

~~(b) Any person wishing to qualify permanently for qualification cards shall satisfy the building official of his/her competence by satisfactorily completing a written test of competence approved by the building codes board of appeals.~~

~~(c) Qualification cards shall be valid for a period ending December thirty-first of the year of issue, and may either be renewed annually for five dollars (\$5.00), or for a five-year period for twenty five dollars (\$25.00). The purchaser of the qualification card has the election of renewing for one (1) year or five (5) years.~~

~~(d) There shall be no grandfather clause that would permit the licensing of craftsmen on the basis of facts existing prior to February 11, 1974.~~

~~(e) Qualifications for licensing or registration of craftsmen shall be established through written, oral, or field examinations as provided by SC State Licensing Boards.~~

~~(f) Reciprocity shall be extended to other counties and municipalities that have requirements equivalent to those of this county.~~

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2013.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE _____ DAY
OF _____, 2013

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

First Reading:
Public Hearing:
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

Hopkins Farmland Conservation Easement [**PAGES 156-187**]

Richland County Council Request of Action

Subject: Hopkins Farmland Conservation Easement

A. Purpose

County Council is requested to approve a conservation easement on 60 acres of farmland in Lower Richland owned by Ted Hopkins.

B. Background / Discussion

Richland County Conservation Commission (RCCC) recommends placing a conservation easement on 60 acres of two parcels (portions of TMS 21800-05-13 and TMS 21700-01-01) owned by Ted Hopkins on the west side of Lower Richland Blvd as shown in the attached exhibits. Mr. Hopkins approached the RCCC in 2011 with a voluntary conservation easement. The land is worthy of protection to keep the land in agricultural production and to preserve its historic connections, scenic vista and conservation values. Development threatens the farmland due to its proximity to the urbanizing eastern edge of Columbia and Lower Richland County. Currently zoned residential, single family – medium density, the parcels have a potential gross density of 306 residential units. At its January 28, 2013 meeting, the RCCC unanimously approved allocating \$60,000 from its budget to purchase the development rights, ensuring the 60 acres will remain undeveloped, retaining its rural character and pastoral beauty.

Benefits of protecting this land in perpetuity include:

- Maintaining agricultural production on 60 acres of prime agricultural soils - Marlboro and Dothan loamy sands
- Protecting natural habitats including mixed and evergreen windbreak/hedgerow woodland, open fields, and croplands that are important for wildlife habitat functions
- Preserving a portion of The Oldfield on Cabin Branch Plantation, which include the boyhood home and probable birthplace of Gov. James Hopkins Adams
- Preserving open space for the scenic enjoyment of the public traveling on Lower Richland Blvd. and Air Base Road
- Preserving the protective natural water quality buffer for Goose Branch, a tributary of Myers Creek

Mr. Hopkins is interested in transitioning to organic farming and participating with the Midlands Local Food Collaborative in conjunction with Richland Soil and Water Conservation District to develop a local food market. The easement addresses agricultural activities and the requirement to develop and follow a USDA- Natural Resources Conservation Service approved conservation plan. The easement allows a maximum of two acres to be built upon for agricultural, educational, and/or recreational purposes, with prior approval of the RCCC.

C. Legislative / Chronological History

This is a staff initiated request; therefore, there is no legislative history.

D. Financial Impact

A total of \$60,000 will be allocated from the RCCC FY14 budget to acquire the development rights on the 60 acres. There are no current negative tax implications to Richland County since this property is currently, and will remain taxed at the agricultural rate.

E. Alternatives

1. Approve the request to place a conservation easement on Mr. Hopkins’ farmland thus preserving the land in perpetuity for agricultural production, forestland, and/or open space.
2. Do not approve the conservation easement and forfeit the opportunity to preserve the land in perpetuity and all its attendant benefits in an area facing substantial growth pressures.

F. Recommendation

It is recommended Council approve the request from RCCC to place a conservation easement on 60 acres of farmland in Lower Richland owned by Ted Hopkins. The Commission will purchase the development rights for \$60,000 from their budget.

Recommended by: James Atkins Department: Conservation Date: 9-5-13

G. Reviews

Finance

Reviewed by: Daniel Driggers
✓ Recommend Council approval
regarding recommendation:

Date: 9/11/13
 Recommend Council denial Comments

Recommendation supports the County Manager of Environmental Planning proposal and confirms that funding is available within the FY14 appropriation as noted.

Public Works

Reviewed by: David Hoops
✓ Recommend Council approval
regarding recommendation:

Date: 9/11/13
 Recommend Council denial Comments

Planning

Reviewed by: Tracy Hegler
✓ Recommend Council approval

Date: 9/12/13
 Recommend Council denial

Comments regarding recommendation: The proposed conservation easement complies with the Southeastern Richland Master Plan adopted in 2006, which specifically recommends conservation or open space area designation for these parcels.

Legal

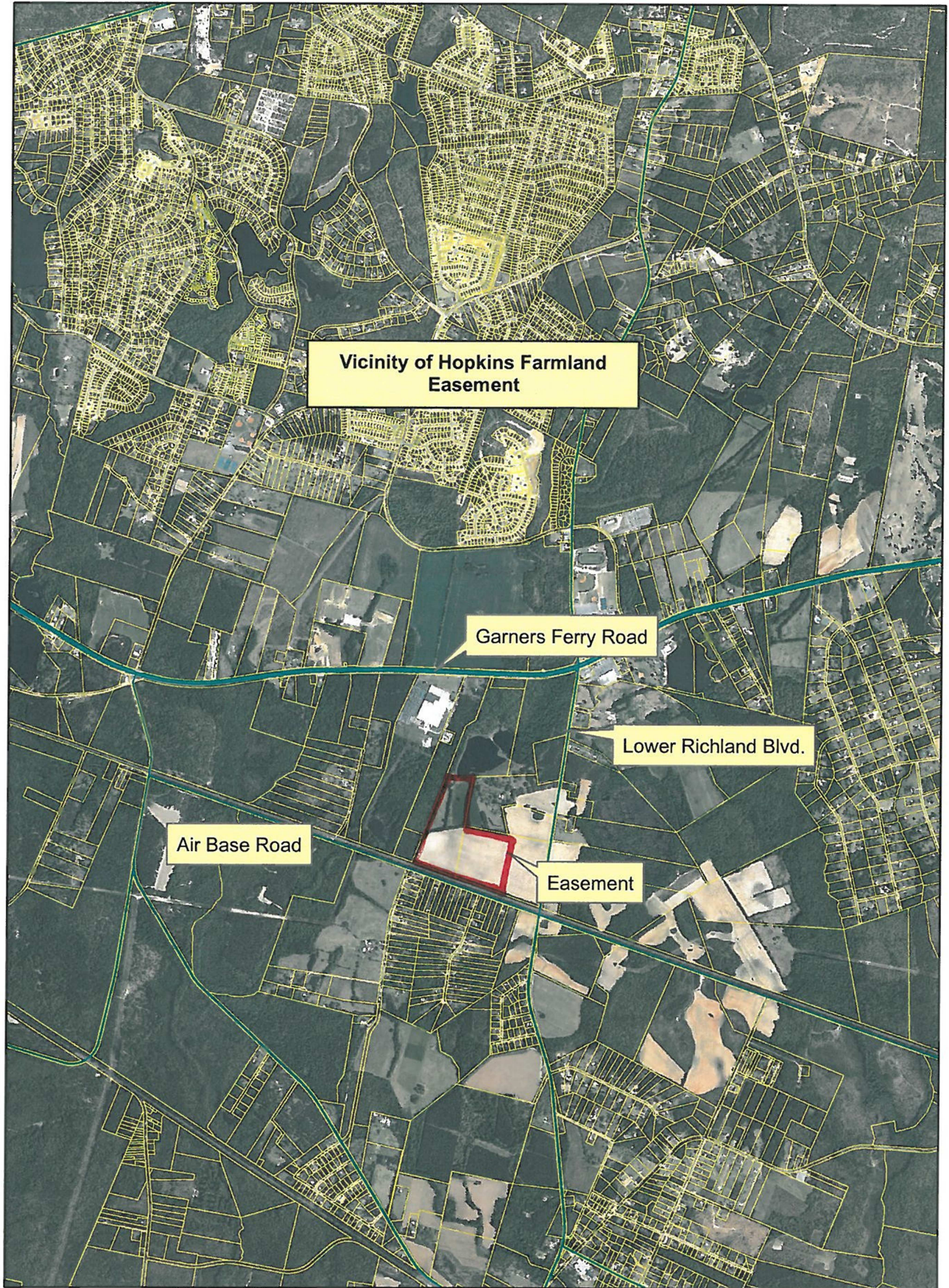
Reviewed by: Elizabeth McLean
 Recommend Council approval
regarding recommendation: Policy decision left to Council’s discretion. The legal department has previously reviewed this Conservation Easement and has no further comments on the actual easement.

Date: 9/13/13
 Recommend Council denial Comments

Administration

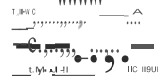
Reviewed by: Sparty Hammett
✓ Recommend Council approval
regarding recommendation:

Date: 9/18/13
 Recommend Council denial Comments

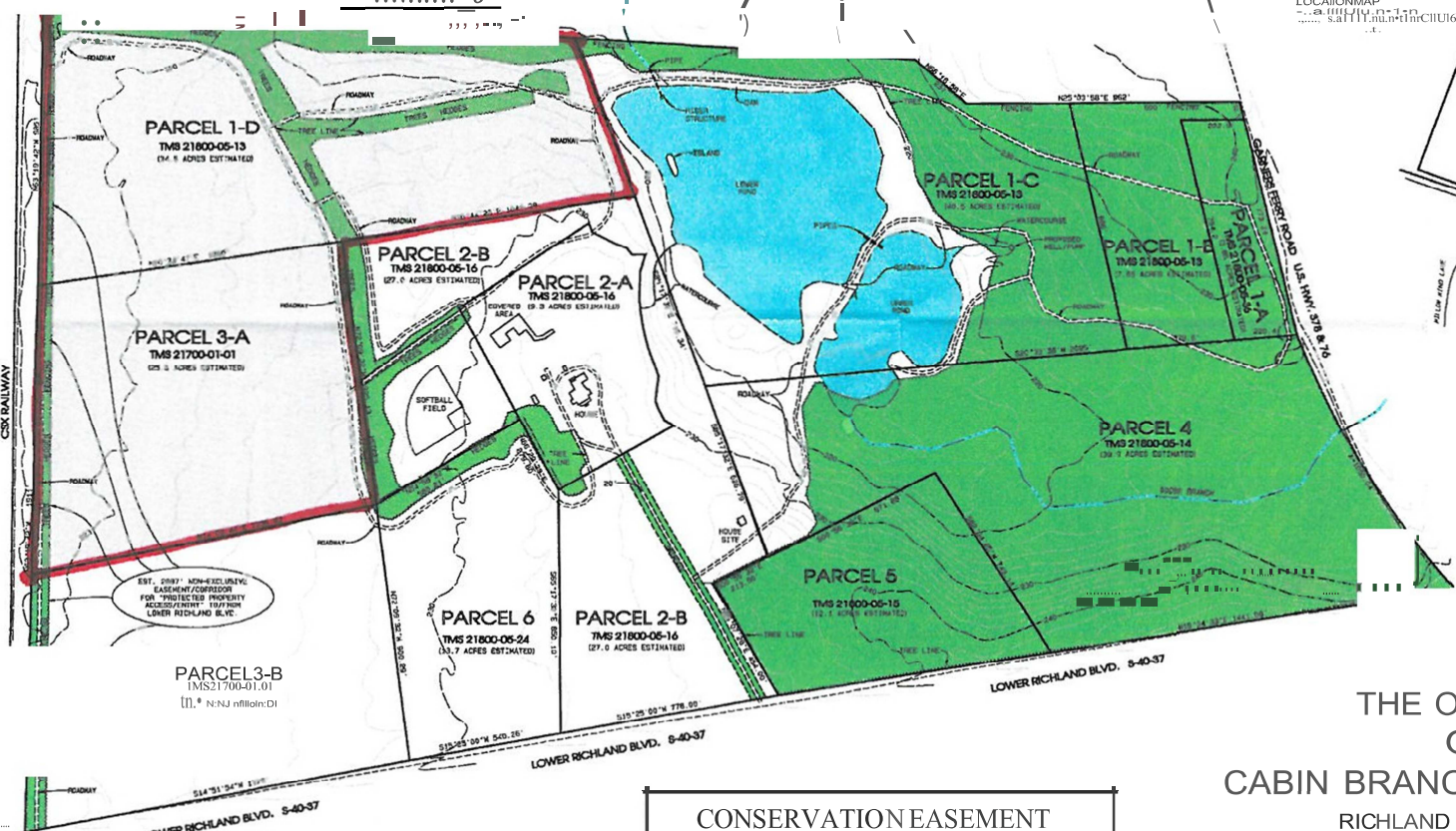


ALLLOCATION OF ESTIMATED ACREAGE

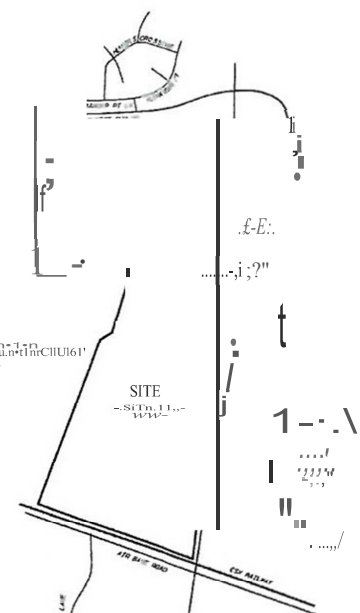
PARCEL	TMS NO.	CONSERVATION EASEMENT	EST. ACRES	TOTAL ACRES
1-D	21800-05-13	EST. 8 ACRES	8	8
2-B	21800-05-16	EST. 9 ACRES	9	9
2-A	21800-05-16	EST. 9 ACRES	9	9
1-B	21800-05-13	EST. 7 ACRES	7	7
3-A	21700-01-01	EST. 3 ACRES	3	3
3-B	21700-01-01	EST. 3 ACRES	3	3
4	21800-05-14	EST. 9 ACRES	9	9
5	21800-05-15	EST. 9 ACRES	9	9
6	21800-05-24	EST. 7 ACRES	7	7
2-B	21800-05-16	EST. 9 ACRES	9	9



BTIID. -lltWf'''



LOCATION MAP
SITE - SW 1/4, T11N, R16E, S14W



NO.	DATE	DESCRIPTION
1	11-11-11	REVISED FOR ALIENATION
2	11-11-11	REVISED FOR ALIENATION
3	11-11-11	REVISED FOR ALIENATION
4	11-11-11	REVISED FOR ALIENATION
5	11-11-11	REVISED FOR ALIENATION

W
g
11s
Q
Z
i!

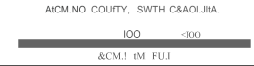
NO.	DATE	DESCRIPTION
1	11-11-11	REVISED FOR ALIENATION
2	11-11-11	REVISED FOR ALIENATION
3	11-11-11	REVISED FOR ALIENATION
4	11-11-11	REVISED FOR ALIENATION
5	11-11-11	REVISED FOR ALIENATION

8
g
11s
Q
Z
i!

CONSERVATION EASEMENT
ON APPROXIMATELY 60 ACRES OF
RICHLAND COUNTY TAX MAP NUMBERS:
TMS#21800-05-13 <PARC. 1-B> EST. 34.6 ACRES
TMS#21700-01-01 <PARC. 3-A> EST. 25.5 ACRES

THE OLDFIELD ON CABIN BRANCH PLANTATION

RICHLAND COUNTY TMS
21800-05-13, 21800-05-14,
21800-05-15, 21800-05-16,
21800-05-24 & 21700-01-01



3/27/11 73 E eff'icm Bot</lloh'Z-tf

**THE OLDFIELD
ON
CABIN BRANCH PLANTATION**

2013 DEED OF CONSERVATION EASEMENT

THE OLDFIELD ON CABIN BRANCH PLANTATION

2013 DEED OF CONSERVATION EASEMENT

TABLE OF CONTENTS

RECITALS.....	1
1. STATEMENT OF CONSERVATION PURPOSE AND INTENT	4
(A) Conservation Purpose	4
(B) Intent	4
2. GRANTEE’S WARRANTIES, REPRESENTATIONS, CERTIFICATIONS	4
(A) Property Deemed Worthy of Protection for Conservation Purpose	4
(B) Consideration Limited to Cash Amount Paid by Grantee to Grantor.....	4
(C) Terms of Easement in Accord with Grantee’s Policies, Rules & Regulations....	5
(D) Acceptance of Terms, Rights and Obligations of Easement.....	5
(E) Commitment and Resources to Enforce Terms of Easement	5
3. GRANTEE’S RIGHTS AND REMEDIES	5
(A) Preservation and Protection of Conservation Purpose.....	5
(1) Grantor’s Documentation Prior to Donation	5
(2) Grantor’s Notification to Grantee; Certain Terms of Donation.....	5
(B) Assurance that Use is Consistent with Conservation Interests	5
(C) Visual Access.....	6
(D) Physical Access, Entry and Quiet Enjoyment	7
(E) Grantee’s Remedies.....	7
4. GRANTOR’S RESERVED/RETAINED RIGHTS.....	7
(A) General	8
(B) Grant, Sale or Other Transfer of Fee Simple Interest.....	8
(C) Grant, Lease or Other Transfer of Less Than Fee Simple Interest	8
(D) Non-Commercial Activities	8
(1) Outdoor, Recreational and Educational Activities	8
(2) Social, Cultural and Community Activities	8
(3) Facilities or Structures for Non-Commercial Activities.....	8
(E) Natural Habitat, Wildlife and Wildlife Habitat Management.....	9
(1) Natural Habitat Management	9

(2) Wildlife and Wildlife Habitat Management	9
(F) Conservation, Preservation and Mitigation Programs	9
(G) Agriculture and Silviculture.....	9
(1) Farming, Agriculture and “Agricultural Use(s)”	9
(2) Silviculture	10
(3) Conservation Plan.....	10
(H) Historical, Archeological and Paleontological Activities	11
(1) Historical Study and Preservation	11
(2) Archeological and Paleontological Study and Preservation.....	11
(I) Necessary, Incidental and Compatible Uses and Activities.....	11
(1) Ordinary Maintenance	11
(2) Certain Structures, Sites, Facilities and Supportive Elements	12
(a) Fences, Walls, Gates, Entrances and Exits	12
(b) Landscaped Areas and Sites	12
(c) Mulch, Fertilizer, Fill Material and Soil Areas.....	12
(d) Signage	12
(e) Supportive Elements.....	12
(i) Access and Transit Ways	12
(ii) “Low Impact” Access and Transit Ways	13
(3) Construction Activities on the Property	13
(4) Irrigation.....	13
(J) Consistent and Contemplated Uses and Activities	13
(1) Division of the Property	14
(2) Certain Business Uses and Activities.....	14
(K) Inconsistent, Incompatible and Prohibited Uses and Activities.....	14
(1) Industrial.....	14
(2) Confined or Concentrated Animal Feeding Operations.....	14
(3) Landfill.....	14
(4) Mining.....	15
5. GENERAL COVENANTS	15
(A) Grantor’s Warranty of Title	15
(B) Grantor’s Environmental Warranty	15
(C) Third Party Uses and Activities	15
(D) Acts Beyond Grantor’s Control	15
(E) No Public Access.....	15
(F) Costs, Liabilities and Taxes	15
(G) Hold Harmless and Indemnification	16
(H) Extinguishment and Proceeds; Condemnation	16
(1) Extinguishment.....	16
(2) Percentage Interest in and Proportionate Share of Proceeds	16
(3) Condemnation.....	17
(I) Limitations on Amendment.....	17
(J) Benefits and Burdens; Successors and Assigns	17
(K) Transfers; Incorporation by Reference.....	18
(L) Communication	18

(M) Effective Date of Deed and Easement.....	19
(N) Recordation	19
(O) Counterparts.....	19
(P) Governing Law	19
(Q) Reasonableness Standard	19
(R) Severability; Liberal Construction	19
(S) Baseline Documentation	20
(T) Terminology	20
SIGNATURE OF GRANTOR.....	21
SIGNATURE OF GRANTEE	22
EXHIBIT A	23
“Property” Defined; Baseline Map	

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) **DEED OF CONSERVATION EASEMENT**

THIS DEED OF CONSERVATION EASEMENT (the “Deed” or “Easement”) is made, granted and conveyed as of the Effective Date provided herein, by Theodore J. Hopkins Jr. (hereinafter “**Grantor**”), having an address at 141 Edisto Avenue, Columbia, South Carolina 29205, in favor of Richland County, South Carolina (hereinafter “**Grantee**”), having an address at c/o Richland County Conservation Commission, Post Office Box 191, Columbia, SC 29202 (**Grantor** and **Grantee** sometimes together referred to as the “**Parties**”).

WHEREAS, Grantor is the sole owner in fee simple of certain real property containing approximately sixty (60) acres in Richland County, South Carolina, included in and historically referred to as “The Oldfield” or “The Oldfield on Cabin Branch Plantation,” and more particularly described in *Exhibit A* attached hereto and incorporated herein by this reference (hereinafter the “Property” or the “Protected Property”);

WHEREAS, Grantee is a political subdivision of the State of South Carolina and meets the requirements of Sections 170(b)(1)(A) and 170(c)(1) of the United States Internal Revenue Code (the “Code”) and the regulations (“Treasury Regulations” or “Treas. Reg.”) promulgated thereunder by the United States Department of the Treasury; **Grantee** is a “qualified organization” as such term is defined in Section 170(h)(3)(A) of the Code; and **Grantee** is qualified to hold conservation easements under the laws of the State of South Carolina;

WHEREAS, the general intent of this Easement is the conservation and preservation of the Property as agricultural land and as open space and natural habitat with scenic views for the general public;

WHEREAS, the Property is also considered historic by virtue of its (i) comprising the northwestern portion of an 18th century, 2,700 acre plantation composed of sixteen royal grants ca. 1765 to John Hopkins (1739-1775), (ii) having been the boyhood home and probable birthplace of James Hopkins Adams (1812-1861), Governor of South Carolina, and (iii) being adjacent to the site of the family plantation home burned/destroyed February 19, 1865 by troops/foragers under the command of Gen. William T. Sherman;

WHEREAS, the Property is situated on the edge of the City of Columbia and other fast growing, densely populated areas; thus, absent the protection provided by the instant Easement, the area’s projected growth, current Richland County zoning of residential-medium density, development and “urban sprawl” present an imminent and direct threat to the environmental and historical integrity of the Property;

WHEREAS, the Property is situated between Lower Richland Boulevard, Air Base Road and Garner’s Ferry Road, and is prominently visible by the public; and notwithstanding its close proximity to the City of Columbia, the Property provides an expansive viewshed of the topography, the bucolic beauty and the agricultural and rural character of Lower Richland

County and the Central Midlands of South Carolina, as evidenced in the photographs in the Baseline Documentation;

WHEREAS, the Property is located in proximity to other conservation easements held by Richland County, Congaree Land Trust, South Carolina Department of Natural Resources (“DNR”) and other conservation-minded groups, which easements together protect a substantial and very valuable conservation land space in Lower Richland County, South Carolina and serve an essential role in preserving the agricultural, rural, natural and ecological values of a substantial part of the community;

WHEREAS, the Property is situated near Goose Branch which is part of the Myers Creek – Cabin Branch Watershed which, upon joining Cedar Creek, is a major waterway through the Congaree National Park to the Congaree River – which area in central South Carolina is considered of international ecological importance through its designation as an International Biosphere Reserve;

WHEREAS, the Property is a significant ecological and agricultural resource as evidenced by (i) its consisting of prime agricultural soils (*e.g.*, Marlboro and Dothan soil types) designated by the United States Natural Resources Conservation Service and (ii) its historic and productive use as a farm that has been in the same family since the adoption of the U S Constitution, as certified by the Secretary, United States Department of Agriculture which has officially recognized the Property as a “National Bicentennial Farm”;

WHEREAS, the Property has a diversity of relatively natural habitats including mixed and evergreen upland windbreak/hedgerow forests, croplands, agricultural lands and open fields, all of which can support a variety of floral and faunal species;

WHEREAS, the Property provides a diversity, quality and combination of natural habitats significant to wildlife habitat functions including feeding, nesting and roosting areas for wild turkeys, native and migratory birds, and also including feeding, breeding and resting areas for deer and other native large and small game and non-game animals;

WHEREAS, the past and present use of the Property in its natural, agricultural condition is consistent with the Conservation Purpose of this Easement inasmuch as the Property has been and is used entirely for the preservation of open space, including farming and raising of crops, as well as the preservation of water quality by providing a vital, protective buffer for Goose Branch, a tributary of the Myers Creek – Cabin Branch Watershed, the protection and preservation of which waterways and ecosystems are recommended and designated a top priority of Federal, State and local government;

WHEREAS, arrowheads, pieces of pottery and other ancient Indian artifacts have been discovered on the Property from time to time , giving reason for the Property’s possibly, if not probably, containing significant archeological materials and having significant archeological value;

WHEREAS, the natural habitat, prime agricultural soils, agricultural viability and productivity, archeological, open space and scenic character of the Property (collectively referred

to herein as the “Conservation Values”) are of great importance to the environmental integrity of the Property, to the **Grantor**, the **Grantee**, the people of South Carolina and the nation;

WHEREAS, the **Parties** agree that with the careful use of conservation easements, the resources, habitat, beauty and unique agricultural character of the Property can be preserved and protected from development, while at the same time **Grantor** retains the right of continuing private ownership, use and enjoyment of the Property;

WHEREAS, by act of the General Assembly of the State of South Carolina, as enacted in South Carolina Code Annotated (1976, as amended) (hereinafter the “SC Code”) Section 27-8-10, *et seq.* (The South Carolina Conservation Easement Act of 1991) (hereinafter the “Act”), South Carolina recognizes and authorizes the creation of conservation restrictions and easements; and as described in SC Code Section 27-8-20, also recognizes and authorizes **Grantee** to hold conservation easements;

WHEREAS, the **Parties** recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Property; the **Parties** share the mutual intent and common purpose of the conserving, preserving and protecting the Property *in perpetuity* as “a relatively natural habitat of...wildlife or plants or similar ecosystem” as that phrase is used in Code Section 170(h)(4)(A)(ii), and as “open space (including farmland and forest land)...for the scenic enjoyment of the general public...pursuant to clearly delineated...governmental conservation policy” as those phrases are used in Code Section 170(h)(4)(A)(iii) and the Treasury Regulations thereunder; and the **Parties** agree that these purposes can be accomplished by placing voluntary restrictions upon the use of the Property and by providing for the transfer from the **Grantor** to the **Grantee** of affirmative rights for the protection of the Property so as to be considered a “qualified conservation contribution” as such term is defined in Code Section 170(h) and the Treasury Regulations thereunder;

WHEREAS, the **Parties** agree that current and historical uses of the Property are compatible with the Conservation Purpose and Conservation Values (collectively referred to herein as “Conservation Interests”) described herein; and they intend to protect and preserve the Property and maintain the Conservation Interests therein, *in perpetuity*, in accordance with the provisions of Treas. Reg. Section 1.170A-14(g);

WHEREAS, the **Parties** intend that this transaction - the deed and conveyance of this Easement, the cash consideration and the contribution herein – (i) shall be treated so that the transaction is in part a sale of the Easement and in part a charitable contribution of the Easement, and (ii) shall be referred to as a “bargain sale transaction” or “bargain sale” for purposes of federal and state income taxation;

NOW, THEREFORE, KNOWALL MEN BY THESE PRESENTS, in consideration of **Grantee’s** cash payment to **Grantor** of Sixty Thousand (\$60,000.00) Dollars with regard to the sale portion of this Easement, for no consideration with regard to the charitable contribution portion of this Easement, in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of South Carolina and Sections 170(h) and 2031(c) of the Code, **Grantor** hereby voluntarily deeds and conveys to **Grantee** a conservation easement *in perpetuity* over the Property of the nature and character and

to the extent hereinafter set forth (the “Easement”); and, in recognition thereof, the **Parties** declare and agree that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements hereinafter set forth, which covenants, conditions, restrictions shall be deemed to run with the land *in perpetuity* and shall be a burden on the Property *in perpetuity*.

1. STATEMENT OF CONSERVATION PURPOSE AND INTENT.

- (A) **Conservation Purpose.** The purposes (referred to herein as the “Conservation Purpose”) of this Deed and Easement, as defined in Section 170(h)(4)(A)(ii) and (iii) of the Code, shall be and are as follows:

“The protection of a relatively natural habitat of...wildlife, or plants or similar ecosystem; and

The preservation of open space (including farmland and forest land) where such preservation is (I) for the scenic enjoyment of the general public, or (II) pursuant to a clearly delineated Federal, State or local governmental conservation policy, and will yield a significant public benefit.”

- (B) **Intent.** The intent of the Parties is to convey, accept and maintain perpetual limitations, restrictions and conditions on the uses that may be made of the Property by way of this Easement, so that: (i) the Property is perpetually preserved and protected from development other than agricultural development; (ii) the Conservation Interests herein are enforceable *in perpetuity*, in accordance with the provisions of Treas. Reg. Section 1.170A-14(g); and (iii) the Conservation Interests are satisfied in a manner consistent with clearly delineated conservation and agricultural programs, purposes, policies and statutes. .

2. GRANTEE’S WARRANTIES, REPRESENTATIONS AND CERTIFICATIONS.

- (A) **Property Deemed Worthy of Protection for Conservation Purpose.** Grantee warrants, represents and certifies that it has evaluated the Property and that the Property is deemed worthy of protection in accordance with the Conservation Purpose stated herein.

- (B) **Consideration Limited to Cash Amount Paid by Grantee to Grantor.** Grantee warrants, represents and certifies that the cash amount of \$60, 000.00 paid to **Grantor** constitutes the entire consideration provided by **Grantee** to **Grantor** with regard to the sale portion of this Easement. **Grantee** further warrants, represents and certifies that, (i) there has been, is and shall be no *quid pro quo*, goods, services or other consideration provided to the **Grantor** by or from the **Grantee**, its affiliates or assigns with regard to the charitable contribution portion of this Easement and (ii) **Grantee** will provide **Grantor** with a separate letter so stating, pursuant to the requirements of Section 170(f)(8) of the Code.

- (C) **Terms of Easement in Accord with Grantee's Policies, Rules & Regulations.** Grantee warrants, represents and certifies that the terms of this Easement, including but not limited to the determination and amount of consideration paid by Grantee to Grantor as described herein, are pursuant to and in accordance with current policies, rules and regulations promulgated by the Grantee.
- (D) **Acceptance of Terms, Rights and Obligations of Easement.** By execution of this Deed, Grantee warrants, represents and certifies that it accepts the terms, conditions and limitations of this Easement and the rights and obligations recited herein.
- (E) **Commitment and Resources to Enforce Terms of Easement.** By accepting the terms, rights and obligations of this Easement, Grantee warrants, represents and certifies that Grantee has the commitment and resources to enforce, and will enforce the terms of this Easement.

3. **GRANTEE'S RIGHTS AND REMEDIES.**

To accomplish the purpose and intent of this Easement, the following rights and remedies are conveyed to Grantee by this Easement:

- (A) **Preservation and Protection of Conservation Purpose.** The right to preserve and protect the Conservation Interests of the Easement in accordance with the provisions of Treas. Reg. Section 1.170A-14(g)(5), to wit:
 - (1) **Grantor's Documentation Prior to Donation.** Grantor shall make available to Grantee, prior to the time the donation is made, maps and materials sufficient to establish baseline documentation and the condition of the Property (the "Baseline Documentation") at the time of the gift. [See generally, Treas. Reg. Section 1.170A-14(g)(5)(i), and *Section 5(S)* herein.]
 - (2) **Grantor's Notification to Grantee; Certain Terms of Donation.** Grantor shall agree to notify Grantee, in writing, before exercising any reserved right that may have an adverse impact on the Conservation Interests herein; and the terms of the donation shall provide for the Grantee's rights (i) to enter the Property at reasonable times to inspect the Property to determine if there is compliance with the terms of the donation, and (ii) to enforce the conservation restrictions by appropriate legal proceedings, including but not limited to, the right to require the restoration of the Property to its condition at the time of the donation. [See generally, Treas. Reg. Section 1.170(A)-14(g)(5)(ii) and *Sections 3(B)-(F)* herein.]
- (B) **Assurance that Use is Consistent with Conservation Interests and Prevention of Inconsistent Uses.** The right to determine that any activity on or use of the Property is consistent with the Conservation Interests of this Easement, as well as

the right to prevent **Grantor** or third parties from conducting any activity or use inconsistent with the Purposes herein. **Grantee** shall specifically have the right, and **Grantor** hereby acknowledges such right, to enforce the purpose, terms and restrictions of this conservation easement against third parties with or without the permission of the **Grantor**.

- (C) **Visual Access.** The right of visual access across the Property, *provided, however*, said right (i) shall not be construed to permit physical access by the general public to, over, across or upon the Property, (ii) shall not expand the **Grantee's** right of entry and physical access to or over the Property as described in *Section 3(D)*;
- (D) **Physical Access, Entry and Quiet Enjoyment.** The right to enter the Property in a reasonable manner and at reasonable times, solely in order to monitor compliance with the provisions of the Easement; *provided, however*, such entry shall be upon prior reasonable written notice (i.e., not less than seven days prior written notice) to **Grantor**; *provided further*, **Grantee** shall not interfere with the use and quiet enjoyment of the Property by **Grantor** or **Grantor's** guests, invitees and licensees; *provided further*, such access/entry shall be limited to **Grantee's** passage or transit over that certain easement/corridor designated "Protected Property Access/Entry," and described and illustrated on the baseline map captioned "The Oldfield on Cabin Branch Plantation" and attached to and made a part of *Exhibit A* of this Easement, which access/entry shall be a permanent, non-exclusive easement and right-of-way conveyed to **Grantee** and its successors for the purpose of providing **Grantee** access/entry from Lower Richland Boulevard to the Property; and the **Parties** hereby agree that such access/entry shall be for the sole purpose of **Grantee's** monitoring and enforcing this Easement.
- (E) **Grantee's Remedies.** If **Grantee** determines that **Grantor** is in violation of the terms of this Easement or that a violation is threatened, the **Grantee** shall notify the **Grantor** of the violation (hereinafter, "First Notice") and request voluntary compliance. In the event that voluntary compliance is not agreed upon within ninety (90) days of receipt of First Notice, the **Grantee** shall give written notice to **Grantor** of such violation (hereinafter, "Second Notice") and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Conservation Interests herein, to restore the portion of the Property so injured.

If **Grantor** fails to cure the violation within sixty (60) days after receipt of Second Notice thereof from **Grantee** [or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, if **Grantor** shall fail to begin curing such violation within said sixty (60) day period, or fail to continue diligently to cure such violation until finally cured], **Grantee** may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for

violation of the terms of this Easement, including damages for the loss of the Conservation Interests, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting **Grantor's** liability therefore, **Grantee**, in its sole discretion, may either apply any damages recovered to the cost of undertaking any corrective action on the Property or may apply any damages recovered towards activities relating to monitoring and enforcing compliance with the terms of this Easement.

If **Grantee**, in its sole but reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Interests herein, **Grantee** may pursue its legal and equitable remedies under this *Section 3(E)* without prior notice to **Grantor** or without waiting for the period provided for cure to expire.

Grantee's rights under this *Section 3(E)* apply equally in the event of either actual or threatened violations of the terms of this Easement. **Grantor** agrees that if **Grantee's** remedies at law for any violation of the terms of this Easement are inadequate, **Grantee** shall be entitled to seek the injunctive relief described in this *Section 3(E)*, both prohibitive and mandatory in addition to such other relief to which **Grantee** may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. **Grantee's** remedies described in this *Section 3(E)* shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

If **Grantee** prevails in an action to enforce the terms of this Easement, any costs incurred by **Grantee** in enforcing the terms of this Easement against **Grantor**, including without limitation, costs of suit and reasonable attorney's fees, and any reasonable costs of restoration necessitated by **Grantor's** violation of the terms of this Easement, shall be borne by **Grantor**.

4. **GRANTOR'S RESERVED/RETAINED RIGHTS.**

The following rights, uses and activities of the **Grantor** with regard to the Property (collectively the "Reserved Rights"), some of which are currently not being exercised or conducted but which are or may be contemplated by **Grantor** for implementation in the future, shall be and hereby are specifically retained by and reserved unto the **Grantor** and the **Grantor's** successors, personal representatives, heirs, and assigns; *provided, however*, the Reserved Rights shall be exercised in a manner that is in full accordance with and subject to the provisions, limitations and restrictions of this Easement, including but not limited to the provisions which protect the Conservation Interests associated with the Property, and all applicable local, state and federal laws and regulations, including but not limited to Treas. Reg. Section 1.170(A)-14(g)(5). Therefore, subject to the Conservation Interests herein and all other provisions, limitations and restrictions of this Easement, including but not limited to *Section 4(K)* below, **Grantor** reserves/retains the following rights with regard to the Property:

- (A) **General.** The rights, uses and activities inherent in fee simple ownership of the Property, including but not limited to the right of continuing private use and enjoyment of the Property. Upon request by **Grantor**, moreover, **Grantee** shall within thirty (30) days execute and deliver to **Grantor** any document that may be requested by **Grantor**, including an estoppel certificate or compliance certificate, to certify to the best of **Grantee's** knowledge **Grantor's** compliance with any obligation of **Grantor** contained in this Easement or otherwise to evidence the status of this Easement.
- (B) **Grant, Sale or Other Transfer of Fee Simple Interest.** The right to grant, sell or otherwise transfer fee simple interest in all or a portion of the Property and to receive all of the revenues from such transfer.
- (C) **Grant, Lease or Other Transfer of Less Than Fee Simple Interest.** The right to grant, lease or otherwise transfer less than fee simple interest(s) in all or a portion of the Property and to receive all of the proceeds from such transfer.
- (D) **Non-Commercial Activities.** The right to engage in the following activities and events on the Property:
- (1) **Outdoor, Recreational and Educational Activities.** Non-commercial outdoor, recreational and educational activities and events compatible with the Conservation Interests herein, including but not limited to photography, scenic viewing, bird-watching, wildlife observation and feeding, horseback riding, field trials, camping, hunting, clay and trap field and shooting sports, cycling, ropes and obstacle courses, hiking, jogging, running, cross-country, archery and other similar non-commercial outdoor events and activities compatible with the Conservation Interests herein;
 - (2) **Social, Cultural and Community Activities.** Non-commercial, social, cultural and community activities and events, including but not limited to private gatherings of families and friends.
 - (3) **Facilities or Structures for Non-commercial Activities.** The construction, maintenance, repair, replacement, and relocation of facilities or structures for non-commercial activities described herein; *provided, however,* facilities or structures for non-commercial activities shall not exceed in the aggregate a "ground/foundation footprint" greater than one (1) acre with no more than three (3) buildings total and that such facilities and structures must be located on the Property so as not to negatively impact the public's scenic enjoyment of the Property; *provided further,* all building locations must receive approval from the **Grantee** prior to construction. One (1) building that fits within the "ground/foundation footprint," in addition to the above mentioned three (3) buildings, may be built only with the permission of both the **Grantor** and the **Grantee**; *provided further,* there shall be no such facilities or structures limitation or

“ground/foundation footprint” with regard to minor structures for scenic viewing, bird watching, and/or wildlife observation and feeding.

- (E) **Natural Habitat, Wildlife and Wildlife Habitat Management.** The right to engage in the following activities on the Property, in accordance with the then-current, generally accepted, scientifically-based standards and practices recommended by the U.S. Cooperative Extension Service, U.S. Natural Resources Conservation Service, or other government or private natural resource conservation and management agencies then active:
- (1) **Natural Habitat Management.** Management of habitat in its natural state, including the controlled burning of field and forest brush and the planting of native species; and
 - (2) **Wildlife and Wildlife Habitat Management.** Management of wildlife and wildlife habitat, including non-commercial hunting activities.
- (F) **Conservation, Preservation and Mitigation Programs.** The right to engage or participate in conservation, preservation and mitigation programs existing now or permitted in the future with regard to any activity or use permitted (or restricted, as the case may be) on the Property under this Easement, including but not limited to credits or other benefits, including but not limited to endangered species credits, water quality credits, wetland mitigation and/or ground water credits. Such participation shall be subject to approval of the **Grantee** and consistent with the Conservation Interests herein.
- (G) **Agriculture and Silviculture.** The right to engage or participate in the following uses and activities on the Property:
- (1) **Farming, Agriculture and “Agricultural Use(s).”** Farming and agriculture [collectively referred to as “Agricultural Use(s)”] defined and described as follows:

“Agricultural Use(s)” is defined as the commercial cultivation, production (organic and conventional), gathering, harvesting, storage, sale, distribution or retail marketing of crops, including but not limited to field and grain crops, fruits and citrus, horticultural specialties and timber.

“Agricultural Use(s)” is further defined to include agricultural practices such as (i) the pasturing, grazing, feeding, breeding and raising of livestock and the boarding, stabling, exercising, riding, instructing and training of horses, equestrian teams and riders; (ii) the breeding and raising of bees and the harvesting and sale of honey; and (iii) the design, construction, maintenance and improvement of agricultural buildings, facilities, barns, stables and other farm-related structures; *provided, however,* all of the

aforesaid farm-related structures shall not exceed in the aggregate a “ground/foundation footprint” greater than one (1) acre with no more than three (3) buildings total and that such facilities and structures must be located on the Property so as not to negatively impact the public’s scenic enjoyment of the Property; *provided further*, all building locations must receive approval from the **Grantee** prior to construction. One (1) building that fits within the “ground/foundation footprint,” in addition to the above mentioned three (3) buildings, may be built only with the permission of both the **Grantor** and the **Grantee**.

The use of agrichemicals, consistent with Federal and State law, in connection with the aforesaid Agricultural Use(s), including but not limited to, noxious weed control, chemical fertilizers, herbicides, pesticides, fungicides and rodenticides, will be permitted, but only in those amounts and with that frequency of application necessary to accomplish agricultural activities permitted by the terms of this Easement and only in accordance with label instructions; *provided, however*, no use of agrichemicals will be made if such use would result in (i) unlawful contamination of any source of water, (ii) any significant impairment of any natural ecosystem or process on the Property, or (iii) violation or breach of federal, state and local statutes and regulations or the Conservation Interests, limitations and restrictions provided in this Easement.

- (2) **Silviculture.** Silvicultural uses and activities and the management of timberland in order to establish and maintain healthy stands of commercially viable trees shall be permitted on the Property, including but not limited to the planting, harvesting, timbering, cutting and selling of pine and hardwood trees. **Grantor** reserves the right to timber, cut, harvest and sell any tree, in accordance with applicable county, state, and federal regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.
- (3) **Conservation Plan.** All agricultural and silvicultural uses and activities on the Property shall be conducted in a manner consistent with a conservation plan prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service, or its successor, or by a qualified conservation professional approved by the Grantee. This plan shall be provided to the Grantee and updated 1) at least once every ten (10) years, 2) any time the basic type of agricultural or silvicultural operation changes, or 3) ownership of the Property changes. **Grantor** and **Grantee** recognize that changes in agricultural technologies, including accepted management practices, may result in an evolution of agricultural activities;

and such changes shall be permitted as long as they are consistent with federal, state and local laws, and the perpetual protection of the Conservation Interests described in this Easement.

(H) Historical, Archeological and Paleontological Activities. The right to engage in the following activities on the Property:

(1) Historical Study and Preservation. Research, study, restoration and preservation of historically important land areas or historic sites.

(2) Archeological and Paleontological Study and Preservation. Excavation, digs, research, study and preservation of significant archeological and paleontological sites; *provided, however*, all such excavation, study and preservation shall be conducted in accordance with the prevailing acceptable standards and principles of the science and profession of archeology and paleontology; *provided further*, any archeological or paleontological site shall, upon completion of any excavation, be returned to, or as close as possible to, its previous state, unless the site is to be maintained in an excavated condition for interpretive purposes related to education. Archeological or paleontological structures, artifacts, fossils and objects excavated or discovered on the Property shall be preserved and retained on the Property or shall be transferred, conveyed, sold or donated to a recognized and accredited museum or educational institution. **Grantor's** transfer, conveyance, sale or donation of personal property (other than archeological or paleontological structures, artifacts, fossils and objects) excavated or discovered on the Property, including objects and items of a financial nature, such as jewelry, china, silverware, coins, bullion and other forms of legal tender, shall be permitted; *provided, however*, such personal property, objects and items of a financial nature shall remain the property of **Grantor** until transferred, conveyed, sold or donated.

(I) Necessary, Incidental and Compatible Uses and Activities. The right to engage in uses and activities on the Property, which are necessary and incidental to and compatible with the Conservation Interests described in this Easement, including but not limited to, the following:

(1) Ordinary Maintenance. Repairing and performing ordinary maintenance on the structures, access/entry ways, passageways and roadways existing, described, designated, contemplated and permitted under this Easement, without notification to or approval of the **Grantee**; and if any such structure or way shall be destroyed by fire, weather, act of God or neglect, it may be rebuilt upon notification to the **Grantee** and maintained substantially in accordance with the dimensions existing at the time of such destruction and at the same location;

- (2) **Certain Structures, Sites, Facilities and Supportive Elements.** Landscaping, designing, building and erecting, repairing, clearing, eliminating, restoring, replacing and maintaining and providing structures, sites, facilities and supportive elements, including tree/hedge/fence rows noted on the Baseline Map, as well as the following existing or future structures, areas/sites and facilities on the Property:
- (a) **Fences, Walls, Gates, Entrances and Exits.** Fences, walls, gates, entrances and exits, including private fences, brick walls, hedges, lanes, gateways and entrance and exit ways;
 - (b) **Landscaped Areas and Sites.** Gardens, orchards, terraces and other landscaped areas and sites, together with the maintenance and improvement (*e.g.*, mowing, pruning, trimming, gardening, etc.) of landscaped areas and sites as shall be necessary;
 - (c) **Mulch, Fertilizer, Fill Material and Soil Areas.** Not more than three (3) mulch, fertilizer, soil amendments such as lime, fill material, and soil areas or sites on the Property which are intended to and shall provide a location for depositing, storing or housing fill or roadway materials, soil or amended soil, minerals, fertilizers and soil nutrients for general use on the Property, *e.g.*, repairing roads and establishing and maintaining landscaped and gardened areas and sites used for non-commercial purposes; *provided, however,* the aforesaid mulch, fertilizer, fill material and soil areas and/or sites shall not exceed in the aggregate a “ground/foundation footprint” greater than 15,000 square feet and such areas or sites must be located in the rear of the Property so as not to negatively impact the public’s scenic enjoyment of the Property;
 - (d) **Signage.** Signage indicating the historic, cultural, recreational, agricultural or natural significance of the Property, including its protection under this Easement; and signage giving directional, informational, educational and safety information; *provided, however,* signs shall be placed so as to minimally impact the scenic view as seen from any public roadway; *provided further,* there shall be no billboards or other off-site advertising on the Property;
 - (e) **Supportive Elements.** Supportive elements necessary or incidental to the reasonable, orderly and safe access to and transit on, over or through the Property, and/or which provide or enhance supportive safety, security and services to or for the benefit of the Property; *provided, however,* such elements shall be limited to the following:
 - (i) **Access and Transit Ways.** Pervious access and transit ways, entranceways, gateways, passage-

ways, driveways, roads, roadways, parking areas and related structures (collectively referred to herein as “Access Ways”) shall be permitted to provide for reasonable, orderly and safe access to and transit over, through and upon the Property by automobiles, service vehicles, tractors, trucks and other farm machinery and equipment; *provided, however,* the aforesaid Access Ways shall first be approved by **Grantee**;

- (ii) **“Low Impact” Access and Transit Ways.** Pervious/permeable vehicular and pedestrian walking/foot paths, biking paths, jogging paths, equestrian paths and related structures shall be permitted to provide for orderly and safe access to and transit over, through and upon the Property in connection with “low impact,” non-commercial, recreational and outdoor activities, including but not limited to walking, jogging, biking and horseback riding, as well as the operation and use of small electric and gasoline-powered vehicles and carts.

- (3) **Construction Activities on the Property.** Clearing vegetation and forest cover, and excavating, clearing and grubbing soil on the Property; *provided, however,* (i) prior to construction activities the **Grantor** must install conservation practices in connection with the construction activities that are consistent with the Conservation Interests of this Easement so as to avoid negatively impacting the Conservation Values herein and (ii) immediately after the aforesaid construction activities, any of the Property so disturbed shall be restored to a condition or state that is reasonably consistent with its pre-disturbed state and consistent with the Conservation Interests of this Easement.

- (4) **Irrigation.** Irrigation, using sound irrigation scheduling and water management techniques, is recognized by the Parties as beneficial to agriculture, silviculture, flora and fauna. For agricultural purposes and/or in order to preserve and enhance the scenic and ecological integrity of the Property, **Grantor** reserves the right to construct, improve, restore, repair, replace and maintain irrigation systems, subject to all applicable local, state and federal statutes and regulations.

- (J) **Consistent and Contemplated Uses and Activities.** The right to engage in any and all acts or uses that are not expressly prohibited herein and that are consistent with the perpetual protection of the Conservation Interests of this Easement, including the right to engage in certain uses, activities and transfers, some of

which are not presently being conducted but which are contemplated by Grantor for exercise in the future, including but not limited to the following:

- (1) **Division of the Property.** The Property is composed of two parcels designated “Parcel 1-D” and “Parcel 3-A” in *Exhibit A* and illustrated in the Baseline Map included therein and attached thereto. Ownership of the Property by **Grantor’s** successors shall be determined in a manner consistent with an equitable reconfiguration, partition or division of the Property; *provided, however,* successive ownership shall be such that not more than two (2) parcels comprise the entire Property (i.e., the Property now or formerly constituting all of Parcels 1-D and 3-A); *provided further,* any partition, reconfiguration, division, transfer or conveyance described in this paragraph shall be in accordance with and subject to the covenants, conditions, restrictions and limitations set forth in this Easement, which covenants, conditions, restrictions and limitations shall run with the land *in perpetuity* and shall be a burden on the Property and any improvements thereon *in perpetuity*.
- (2) **Certain Business Uses and Activities.** The term “business” is used herein in the generally accepted context with regard to the production and sale of crops, fruits and vegetables, timber and animals (e.g., horses and cattle). Business uses and activities in connection with the farming, agriculture and silviculture activities described herein shall be permitted; *provided, however,* business uses or activities shall be compatible with local agricultural zoning ordinances.

(K) Inconsistent, Incompatible and Prohibited Uses and Activities.

- (1) **Industrial.** The terms “industry” or “industrial” are used herein in the generally accepted context of large-scale manufacturing or factory-production of goods. There shall be prohibited on the Property all industrial uses, activities or structures, and no right of passage or access through or upon the Property shall be allowed or granted if that right of passage is used in conjunction with industrial uses or activities on or near the Property.
- (2) **Confined or Concentrated Animal Feeding Operation.** The production operation of animals that concentrates large numbers of animals in relatively small and confined places, and that substitutes structures and equipment (for feeding, temperature controls, and manure management) for open land grazing or feeding, is prohibited.
- (3) **Landfill.** There shall be no temporary or permanent landfills on the Property. The retention, placing or burying of non-biodegradable, unusable or discarded items, including but not limited to glass, plastic, vehicle bodies or parts, metal, junk or any non-biodegradable refuse is prohibited; *provided, however,* biodegradable refuse generated on the

Property shall be permitted as long as it is handled and disposed in accordance with federal, state and local policies, laws and regulations.

- (4) **Mining.** Mining, exploration and recovery of any oil, gas, natural gas or minerals is prohibited in accordance with Section 170(h)(5)(B) of the Code.

5. **GENERAL COVENANTS.**

- (A) **Grantor's Warranty of Title.** The **Grantor** warrants and represents that **Grantor** is seized of the Property in fee simple and has good right to grant and convey this Easement, that the Property is free and clear of any and all encumbrances, except existing easements of record and prescriptive easements, if any, and that **Grantee** shall have the use of and enjoy all of the benefits derived from and arising out of this Easement, subject to the limitations, conditions and provisions herein.
- (B) **Grantor's Environmental Warranty.** The **Grantor** warrants that it has no knowledge of a release or threatened release of hazardous substances or wastes on the Property and promises to defend and indemnify the **Grantee** against all litigation, claims, demands, penalties, and damages, including reasonable attorney's fees, arising from breach of this warranty.
- (C) **Third Party Uses and Activities.** The **Grantor** shall keep the **Grantee** reasonably informed as to uses and activities by third parties [*e.g.*, **Grantor's lessee(s)**] with regard to the Property. The **Grantor** shall see that third parties are fully and properly informed as to the covenants, restrictions and limitations contained in this Easement with regard to contemplated third party uses and activities.
- (D) **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle **Grantee** to bring any action against **Grantor** for any injury to or change in the Property resulting from causes beyond **Grantor's** control, including, without limitation, fire, hurricane, flood, storm and earth movement, or from any prudent action taken by **Grantor** under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.
- (E) **No Public Access.** No right of access to any portion of the Property is conveyed by this Easement, other than such access as shall be reasonably necessary for **Grantee** to monitor compliance with this Easement.
- (F) **Costs, Liabilities, and Taxes.** **Grantor** retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including but not limited to, clean up or remediation costs due to chemical contamination and the maintenance of general liability insurance coverage.

(G) **Hold Harmless and Indemnification.** Grantor agrees to release, hold harmless, defend and indemnify Grantee from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the Grantee may suffer or incur as a result of or arising out of the activities of the Grantor on the Property, unless due to the gross negligence or willful misconduct of the Grantee.

(H) **Extinguishment and Proceeds; Condemnation.**

(1) **Extinguishment.** If a subsequent unexpected change in the conditions surrounding the property that is the subject of the donation herein can make impossible or impractical the continued use of the property for conservation purposes, the conservation purposes can nonetheless be treated as protected in perpetuity if the restrictions contained herein are extinguished by judicial proceeding and all of the donee's proceeds (determined under the paragraph immediately following this) from a subsequent sale or exchange of the property are used by the donee organization in a manner consistent with the conservation purposes of the original contribution. If sufficient funds are not available for Grantee to be paid its entire proportionate share out of the proceeds, or if for any other reason Grantee is not paid its entire proportionate share, Grantee has the right to recover such deficiency (including the right to record a lien to secure its recovery of such deficiency) from the record owner of the Property at the time of such sale. In the event of extinguishment of this Easement in whole or in part, the provisions of this paragraph shall survive such extinguishment. [*See generally*, Treas. Reg. Section 1.170A-14(g)(6)(i).]

(2) **Percentage Interest in and Proportionate Share of Proceeds.** For purposes of this paragraph, the Parties hereto stipulate that, as of the Effective Date of this Deed, the Easement and the donation of the perpetual conservation restrictions in the Property give rise to a restricted fee interest in the Property, immediately vested in the Grantee, and represent a percentage interest in the fair market value of the Property (Grantee's percentage interest is referred to herein as Grantee's "proportionate share"). The percentage interests of the Parties shall be determined by the ratio of the value of the Easement on the effective date of this Deed (determined pursuant to the provisions of Section 170(h) of the Code) to the value of the Property, without deduction for the value of the Easement, on the Effective Date of this Deed. The Parties shall include the ratio of those values with the Baseline Documentation of the Property (on file at Grantee's offices) and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction in any appeal of the final determination by the Internal Revenue Service. For purposes of this paragraph, the ratio of the value of the Easement to the value of the

Property unencumbered by the Easement shall remain constant, and **Grantee's** proportionate share of the fair market value of the Property thereby determinable shall remain constant. [*See generally*, Treas. Reg. Section 1.170A-14(g)(6)(ii).]

(3) **Condemnation.** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, **Grantor** and **Grantee** shall join in appropriate proceedings at the time of such taking to recover the full fair market value (without regard to any diminution in value attributable to the Easement) of the interests in the Property subject to the taking and all incidental or direct damages resulting from the taking. Prior to the payment of any expenses reasonably incurred by the **Parties** to this Easement in connection with such taking, **Grantee** shall be entitled to its proportionate share from the recovered proceeds in conformity with the provisions of *Section 6(H)(2)* herein (with respect to the allocation of proceeds). The respective rights of **Grantor** and **Grantee** set forth in this paragraph shall be in addition to, and not in limitation of, any rights they may have at common law. All such proceeds used by **Grantee** shall be used by **Grantee** in a manner consistent with the Conservation Interests of this Easement as of the Effective Date of this Deed.

(I) **Limitations on Amendment.** If unforeseen circumstances arise, including any change or modification to state or federal laws or regulations especially as they relate to the Code, under which an amendment to, or modification of, this Easement would be appropriate to clarify any ambiguities or to maintain or enhance the Conservation Interests herein, **Grantor** and **Grantee** may, by mutual written agreement, jointly amend this Easement; provided that no amendment shall be allowed that will adversely affect the eligibility of this Easement as a "qualified conservation easement" under any applicable laws, including §§170(h) and 2031(c) of the Code and the Treasury Regulations thereunder. Any such amendment shall be consistent with the purposes of this Easement, shall not affect its perpetual duration, shall not permit additional development or improvements to be constructed on the Property other than development or improvements permitted by this Easement on its Effective Date, and shall not have any adverse impact on the perpetual protection of the Conservation Interests herein. **Grantor** and **Grantee** agree to a reasonable consideration of any such proposed amendment, however, neither **Grantor** nor **Grantee** shall be bound to agree to any amendment. Any such amendment shall be recorded in the official land records of Richland County, South Carolina.

(J) **Benefits and Burdens; Successors and Assigns.** The covenants, terms, conditions, easements, benefits, and burdens of this Easement shall be binding upon and inure to the **Parties** hereto and their respective successors, personal representatives, heirs, and assigns and shall continue as a restriction running in

perpetuity with the Property. An owner of the Property shall only be responsible for those violations first occurring on the Property during such owner's ownership, and while still an owner of the Property (although notwithstanding the foregoing, a subsequent owner may also be held responsible for those violations first occurring during another's prior ownership of the Property unless an estoppel or compliance certificate was obtained by such subsequent owner prior to or at the time of the transfer of the Property's ownership to such subsequent owner). In the event of a breach of the terms hereof by the owner or owners of any divided portion of the Property, no owner or owners of any other portion of the Property shall be liable for such breach. Any of the rights herein reserved to **Grantor** maybe exercised by any owner or owners from time to time.

The benefits and burdens of this Easement shall not be assignable by **Grantee**, except and unless (i) if as a condition of any assignment, **Grantee** requires that the terms and conditions of this Easement continue to be carried out in full as provided herein, (ii) the assignee has a commitment to protect and carry out the Conservation Interests herein as well as the resources to enforce the restrictions contained herein, and (iii) the assignee, at the time of assignment, qualifies under §170(h) of the Code, and applicable Treasury Regulations promulgated thereunder, and under State of South Carolina law, as an eligible donee to receive this Easement directly.

- (K) **Transfers; Incorporation by Reference.** **Grantor** agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which **Grantor** transfers any interest in all or a portion of the Property, including, without limitation, a leasehold interest. **Grantor** shall give **Grantee** notice of any change of possession, ownership or control of the Property within thirty (30) days of such change, including without limitation notice of any transfer, lease, or sale of all or a part of the Property. The failure of **Grantor** to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.
- (L) **Communication.** All notices, demands, requests, consents, approvals, offers, statements, and other instruments or communications required or permitted to be given hereunder (individually or collectively "Correspondence") shall be deemed sufficiently given or rendered only if in writing delivered personally, sent by a nationally recognized overnight courier or sent by United States Postal Service first class certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Grantor:

Theodore J. Hopkins Jr.
141 Edisto Avenue
Columbia, SC 29205

To Grantee:

Chair
Richland County Conservation Commission
2020 Hampton Street
Columbia, SC 29204

Or to such other person or place as a **Party** may designate by Correspondence as aforesaid. Correspondence by mail or overnight courier service shall be deemed given on the date of receipt as shown on the return receipt, or receipt or records of the courier service, as the case may be. In the event any such Correspondence is mailed via the United States Postal Service or shipped by overnight delivery service to a party in accordance with this paragraph and is returned to the sender as undeliverable, then such Correspondence shall be deemed to have been delivered or received on the third day following the deposit of such Correspondence in the United States Mail or the delivery of such Correspondence to the overnight delivery service.

- (M) **Effective Date of Deed and Easement.** This Deed of Conservation Easement shall take effect after the signatures of **Grantor** and **Grantee** have been affixed hereto, properly witnessed and probated, and as of the date the Deed is first recorded in the R.O.D. Office for Richland County, South Carolina, which date shall be and is referred to herein as the “Effective Date” of this Deed and Easement.
- (N) **Recordation.** This instrument shall be recorded by **Grantee** in timely fashion in the R.O.D. Office for Richland County, South Carolina, and **Grantee** may re-record it at any time as may be required to preserve the rights herein.
- (O) **Counterparts.** This Deed of Conservation Easement may be executed in several counterparts and by each **Party** on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall, collectively, constitute a single instrument which will not be effective until executed by all **Parties** hereto.
- (P) **Governing Law.** The interpretation and performance of this Deed of Conservation Easement shall be governed by the laws of South Carolina.
- (Q) **Reasonableness Standard.** **Grantor** and **Grantee** shall follow a reasonableness standard and shall use their best efforts to make any determinations that are necessary or are contemplated to be made by them (either separately or jointly) under this Easement in a timely manner, and shall cooperate with one another and shall take all other reasonable action suitable to that end.
- (R) **Severability; Liberal Construction.** If any provision of this Deed or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed shall not be affected thereby. Any

general rule of construction to the contrary notwithstanding, if any provision in this instrument is found to be ambiguous, an interpretation consistent with the perpetual protection of the Conservation Interests of this Deed shall be favored over any interpretation that would be inconsistent with the perpetual protection of the Conservation Interests herein. This Deed shall be construed and interpreted with the intention of conforming to the requirements of Section 170(h) of the Code and SC Code Section 27-8-10, *et seq.*

- (S) **Baseline Documentation.** The **Parties** agree that the Baseline Documentation made available to the **Grantee** provides an accurate description and representation of the Property and establishes the condition of the Property as of the Effective Date, so that (i) the Conservation Interests of this Deed and Easement are satisfactorily carried out and maintained in perpetuity, and (ii) future uses of the Property are properly monitored in order to ensure compliance with the terms therein and with Treas. Reg. Section 1.170A-14(g)(5). Following execution, the Deed and Easement, including all Exhibits attached thereto, shall be (i) recorded in the R.O.D. Office, Richland County, South Carolina and (ii) retained on file at the **Grantee's** office. The **Parties** agree that in the event a controversy arises with respect to the nature and extent of **Grantor's** use of the Property, in order to assist in the resolution of the controversy, the **Parties** may look beyond the Baseline Documentation, if necessary, to other relevant or material documents, surveys, reports and other evidence showing conditions and use of the Property as of the Effective Date of the Easement.
- (T) **Terminology.** All terms used in this Easement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Easement, any Section, Subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

TO HAVE AND TO HOLD, the said Deed and Conservation Easement, unto the said **Grantee** and its successors and assigns forever.

IN WITNESS WHEREOF, **Grantor** and **Grantee** have set their hands to multiple duplicate original copies of this Deed and Easement under seal on the day and in the year evidenced in the Probate below.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

EXHIBIT A

THE PROPERTY

For purposes of this Deed and Easement, the term “Property” is defined as the below described land areas and any improvements thereon owned by Theodore J Hopkins Jr. (the “Grantor” herein), which land areas (i) comprise approximately sixty (60) acres and (ii) are specifically designated “Parcel 1-D” and “Parcel 3-A” on the attached January 12, 2012 Baseline Map, last revised June 6, 2013 and captioned “The Oldfield on Cabin Branch Plantation,” prepared for Theodore J. Hopkins Jr. by Civil Engineering of Columbia, which Baseline Map is attached to and made a part of this Exhibit A which Exhibit is an integral part of this Deed and Easement. The Property is described as follows:

- | | |
|-------------------|--|
| Parcel 1-D | Est. 34.5 acres, which is a portion of Richland County Tax Map No. 21800-05-13, and which may be further described by reference to pertinent deeds and plats. |
| Parcel 3-A | Est. 25.5 acres, which is a portion of Richland County Tax Map No. 21700-01-01, and which may be further described by reference to pertinent deeds and plats. |
| Total: | Estimated 60.0 acres |

Richland County Council Request of Action

Subject

Direct Staff to Establish Mobile Home Park Regulations that are Enforced by the Building Codes and Inspections Department [**PAGES 188-191**]

Richland County Council Request of Action

Subject: Direct Staff to Establish Mobile Home Park Regulations that are Enforced by the Building Codes and Inspections Department.

A. Purpose

County Council is requested to direct staff to draft an ordinance amendment to Chapter 6 of the Richland County Code of Ordinances to add mobile home park regulations.

B. Background / Discussion

Mobile homes have been a housing option in Richland County for years, maybe even decades. The economy, finances, and various reasons forced many people to find inexpensive living quarters. Mobile homes are an affordable housing option. At the same time as offering price competition, they may be installed easily and quickly, and require little or no interior finishing work prior to occupation. This makes mobile homes an affordable and attractive form of housing for many, on either individual lots or in parks.

Landowners have taken advantage of a lack of lot size, home area and density requirements and have crammed as many mobile homes onto their lots as possible in an effort to extract the maximum amount of rental income from the property for the lowest investment. Basic amenities such as fresh water, adequate sewage and garbage disposal, privacy and fresh air suffered as a result. Over time, these same mobile homes become dilapidated; tenants add on illegal additions and make alterations, which is in violation of federal, state and local regulations and laws.

Federal and State Regulations of Mobile Homes:

The Federal Manufactured Housing Act of 1974 was adopted by Congress in response to the high number of injuries and deaths resulting from defects in mobile homes, to regulate the construction and safety of manufactured homes. The Department of Housing and Urban Development (HUD) was given the authority to develop nationwide construction codes to improve the construction quality. Federal regulations became effective July 15, 1976. Mobile homes manufactured after this date shall display a HUD seal or data plate to verify construction.

State regulations of mobile homes and parks are covered under the following 1976 Code of Laws and Regulations of SC:

Code of Laws:

Title 31, Chapter 17, Mobile Homes and House Trailers
Title 27, Chapter 47, Manufactured Home Park Tenancy Act
Title 40, Chapter 29, Uniform Standards Code for Manufactured Housing

Code of Regulations:

Chapter 79, Department of Labor, Licensing and Regulation-Manufactured Housing Board
Chapter 61-40, Mobile/Manufactured Home Parks

The above list covers the construction and installation of mobile/manufactured homes, except for SC Regulation 61-40, which regulates the condition of mobile home parks.

However, there are currently no concise local regulations which the County could use to enforce the condition and maintenance of mobile homes and mobile home parks.

According to the Assessor's Office, the County has a record of 77 mobile home parks, containing an average of 10-20 mobile homes. Four of these mobile home parks contain over 100 mobile homes and one park has 370 mobile homes. There are 9,357 registered mobile homes in Richland County. There are 6,895 homes that are taxed separately from the land and 2,462 that are taxed with the land account. There are approximately 94 mobile home accounts where the Assessor's Office does not have a record of where the mobile home is located. These are older mobile homes that were registered in the 1960's and 1970's. They do not have a serial number on file for many of these, as well.

Establishing new regulations will create nonconforming issues. A nonconforming use should be subject to termination upon abandonment of the mobile home unit or park or transfer of ownership of unit or park. Mobile home park owners should be given a timeline to bring parks into compliance with current regulations.

Regulation of mobile homes and mobile home parks by the Building Codes and Inspections Department assures adequacy of water and waste disposal, and adequacy of police and fire protection, and other municipal functions which further the health, safety and general welfare, and which would then provide a higher quality of life for its citizens. This requires a balance between an individual's interest in using his/her property, the citizen's interest in affordable housing and the County's interest in conserving resources and planning for future community development. Mobile home and mobile home park regulation can provide a viable way to achieve this balance.

The mobile home park regulations should include, but not limited to, the following contents:

Administration and Enforcement

- Purpose and Scope
- Copies of Permits (Building, DHEC, etc.)
- Plans (Layout)
- Applicant Documents
- Reporting change in park status (removal/addition of unit)
- Annual or Quarterly Inspections

General Park Requirements

- Purpose and Scope
- Responsibility
- Park identification
- Lot identification
- Roadways
- Park lighting
- Animals
- Rubbish and Waste
- Emergency Information Posted

Electrical, Plumbing, and Gas Requirements

**Fire Protection Requirements for Parks
Mobile Home Unit and Commercial Modular Installations and Facilities
Accessory Buildings and Structures
Violations, Complaints, Abatement
Informal Conference
Appeals and Hearings**

C. Legislative / Chronological History

This is a staff-initiated request. Therefore, there is no legislative history.

D. Financial Impact

This would be determined at a later time and presented to Council.

E. Alternatives

1. Approve the request to direct staff to draft an ordinance amendment to Chapter 6 of the Richland County Code of Ordinances to add mobile home park regulations.
2. Do not approve the request to direct staff to draft an ordinance amendment to Chapter 6 of the Richland County Code of Ordinances to add mobile home park regulations.

F. Recommendation

It is recommended that Council approve the request to direct staff to draft an ordinance amendment to Chapter 6 of the Richland County Code of Ordinances to add mobile home park regulations.

Recommended by: Donny Phipps

Date: September 6, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 9/9/2013

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 9/10/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: As this request is only for guidance from Council, it is a policy decision left to Council's discretion. If an ordinance is drafted by Buildings and Inspections, Legal will then be able to fully comment on any specific issues.

Administration

Reviewed by: Sparty Hammett

Date: 9/10/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval to direct staff to draft an ordinance amendment to Chapter 6 of the Richland County Code of Ordinances to add mobile home park regulations. The resources necessary for enforcement will also be identified and included along with the amendment.

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (C), Standards; Paragraph (8), Bars and Other Drinking Places; so as to remove the distance requirement between bars and places of worship in the GC, M-1, and LI Zoning Districts **[FIRST READING] [PAGES 192-196]**

Richland County Council Request of Action

Subject: Amend the buffer requirements for religious institutions that are located in General Commercial or Industrial Zoning Districts.

A. Purpose

County Council is requested to amend Section 26-151 (c) (8) of the Richland County Code of Ordinances so as to remove the distance requirement between bars and places of worship in the GC, M-1, and LI zoning districts.

B. Background / Discussion

On September 10, 2013, Council approved a motion sponsored by the Honorable Norman Jackson as follows:

“Religious places located in GC or Industrial areas shall not be subjected to the regular buffers as in properly zoned districts.”

Within the Richland County Land Development Code, places of worship and drinking establishments are permitted in the GC (General Commercial), M-1 (Light Industrial) and LI (Light Industrial) zoning districts. Places of worship are permitted outright, within these districts and among others; however, drinking establishments are permitted only within these districts subject to special requirements.

One provision of the special requirements is that bars and other drinking establishments must be located at least 600 feet from a place of worship. This required setback provides places of worship a level of protection that impacts the ability of other permitted uses to locate rightfully within the commercial or industrial districts. In addition, there is a growing trend of places of worship locating in commercial areas, particularly in vacant strip centers that were intended for retail, service, and office uses. When this is coupled with the manner in which the setbacks are measured (from parcel line-to-parcel line), the result is the elimination of potential locations for permitted uses.

As a result of the trend mentioned above, along with setback requirements, uses (such as bars), which have been deemed by Richland County to be appropriate within the GC, M-1, and LI districts, are for all intents and purposes prohibited.

A proposed text amendment is attached that would amend the buffer requirements for religious institutions that are located in General Commercial or Industrial Zoning Districts (M-1 and LI).

C. Legislative / Chronological History

On September 10, 2013, Council approved a motion sponsored by the Honorable Norman Jackson as follows:

“Religious places located in GC or Industrial areas shall not be subjected to the regular buffers as in properly zoned districts.”

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

1. Approve the ordinance that would amend the buffer requirements for religious institutions that are located in General Commercial or Industrial Zoning Districts.
2. Do not approve the ordinance that would amend the buffer requirements for religious institutions that are located in General Commercial or Industrial Zoning Districts.

F. Recommendation

It is recommended that Council approve the text amendment to Section 26-151 (c) (8).

Recommended by: Norman Jackson Department: County Council Date: 9/10/13

G. Reviews

Finance

Reviewed by Daniel Driggers: Date: 9/17/13
 Recommend Council approval Recommend Council denial
 Recommend Council discretion
 Comments regarding recommendation:

This is a policy decision for Council. No recommendation since based on the ROA there is no financial impact.

Planning

Reviewed by: Tracy Hegler Date: 9/17/13
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

Applying the setbacks as described here has the overall effect of prohibiting certain commercial uses, and thus altering the commercial character of districts previously identified by Council as General Commercial.

Legal

Reviewed by: Elizabeth McLean Date: 9/18/13
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Sparty Hammett Date: 9/18/13
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE V, ZONING DISTRICTS AND DISTRICT STANDARDS; SECTION 26-151, PERMITTED USES WITH SPECIAL REQUIREMENTS; SUBSECTION (C), STANDARDS; PARAGRAPH (8), BARS AND OTHER DRINKING PLACES; SO AS TO REMOVE THE DISTANCE REQUIREMENT BETWEEN BARS AND PLACES OF WORSHIP IN THE GC, M-1, AND LI ZONING DISTRICTS.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE RICHLAND COUNTY COUNCIL:

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c), Standards; Paragraph (8), Bars and Other Drinking Places; is hereby amended to read as follows:

(8) *Bars and other drinking places.*

a. Use districts: Rural Commercial.

1. Lots used for drinking places shall be located no closer than four hundred (400) feet from any other lot used as a drinking place, and shall be no closer than six hundred (600) feet to any lot which contains a school (public or private) or a place of worship.
2. Bars and other drinking places shall provide adequate off-street parking at a rate of twelve (12) spaces for each one thousand (1,000) square feet of gross floor area.
3. Parking areas related to the establishment of a bar or other drinking place shall be located no closer than thirty (30) feet to the property line of residentially zoned or used property.
4. A minimum six (6) foot high opaque fence shall be erected adjacent to the property line of abutting residentially zoned or used property.

b. Use districts: General Commercial; M-1 and LI Light Industrial.

1. Lots used for drinking places shall be located no closer than four hundred (400) feet from any other lot used as a drinking place, and shall be no closer than six hundred (600) feet to any lot which contains a school (public or private) ~~or a place of worship.~~

2. Bars and other drinking places shall provide adequate off-street parking at a rate of twelve (12) spaces for each one thousand (1,000) square feet of gross floor area.
3. Parking areas related to the establishment of a bar or other drinking place shall be located no closer than thirty (30) feet to the property line of residentially zoned or used property.
4. A minimum six (6) foot high opaque fence shall be erected adjacent to the property line of abutting residentially zoned or used property.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2013.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Jr., Chair

ATTEST THIS THE _____ DAY

OF _____, 2013

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

First Reading:
Public Hearing:
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

Public Defender Attorney Compensation and Retention Plan [**PAGES 197-202**]

Richland County Council Request of Action

Subject: Public Defender Attorney Compensation and Retention Plan

A. Purpose

County Council is requested to approve the below described “Public Defender Attorney Compensation and Retention Plan”.

B. Background / Discussion

Since the economic downturn of 2008 the compensation structure for the attorneys in the Public Defender’s Office has become increasingly out of balance with that of other offices in the state and of the Solicitor’s Office in Richland County. Lack of funding has contributed to the problem, and the issue has been further exacerbated by Council’s approval of a payroll structure for the Solicitor’s Office that has magnified the unbalance in pay between the two offices. As a consequence it has become increasingly hard to retain qualified attorneys in the Public Defender’s Office. Additionally, as court options have developed, a number of programs which require attorney participation after normal office hours, have come into being and the attorneys who work these programs should be compensated for the extra time they must spend.

The net result is that this office starts attorneys at a far lower salary than the Solicitor’s Office, and has not been able to advance the pay for its attorneys at a rate sufficient to retain people who have developed the skills necessary to represent the serious cases they are required to handle.

Three specific needs must be addressed: (1) a structure must be put in place that allows for the regular, significant, and steady advance in pay for the attorneys working in the Public Defenders Office, (2) a process must be put in place to raise the salaries of long time attorneys at this office to the level that they would have attained but for the recent recession, and, (3) a process must be developed to compensate a few attorneys who work extra time after hours in court (basically night court).

This request will provide a compensation structure for the attorneys in the Public Defender’s Office which will enable the office to better retain qualified attorneys, raise the salaries of attorneys currently employed here to the level they should be at, and compensate attorneys who regularly work additional time after normal office hours for this work.

Before describing the structure, I should state that what this does is return the salary process in this office to precisely what it was, and what worked perfectly for 5 years prior to the economic downturn of 2008. This works, is easy to implement, and addresses all attorney salary concerns in a reasonable and responsible fashion.

Pay Structure:

Attorneys will continue to be hired at the starting rate for the current pay band – this is \$37,009 at present. Regular raises will be given absent an economic crisis such as we have just weathered. These raises will be: at the end of the 1st year – a raise to the nearest figure dividable by 5 – *i.e.* at present to \$40,000. Thereafter raises of \$5,000 per year until a salary of \$75,000 is

reached, after which raises will be for COLA only. Pay bands will adjust as necessary as the salaries increase. The exceptions will be for the Deputy Public Defender who will have a salary peak at \$85,000 prior to switching to COLA increases only, and the County Public Defender who will have a salary maximum of \$95,000 prior to switching to COLA increases only. **Attachment “A”** includes raises for both employees “catching up” for time during which they did not receive raises and those for new employees with the new pay structure outlined above.

Current Pay Revision:

Current employees will have their pay increased at an accelerated rate until they reach the level their pay should be under the proposal outlined above. **Attachment “A”** outlines the number of people and the extent of the increases necessary during the first year to advance toward this goal. The process calls for \$5,000 every six months until the salary reaches its correct level.

“Night Court” Work

While attorneys work in the various non-bond night courts in this county (currently Juvenile Drug Court, Juvenile Mental Health Court, Adult Drug Court, Adult Mental Health Court, and Adult Veteran’s Court) they will be entitled to a 5% bonus to compensate them for these additional responsibilities. There are currently two individuals involved in this work, and total bonuses would amount to less than \$5,000. Failure to compensate these individuals may lead to having to end my office’s participation in these programs.

The plan will be accomplished with no additional funding requested from the County. Funds are currently available to cover the increases in the first year, and, to the extent state funding doesn’t increase sufficiently to cover increased payroll after that point, positions will remain unfilled until such time as funds are available to cover the costs.

Given that the average time an attorney spends with the Public Defender is about three years the best estimate would be that salaries for Public Defender attorneys would peak – on average – at \$50,000 – or about the level that the Solicitor’s Office starts their attorneys.

Addendum to Reviews Section of ROA

Upon my reading the comments from the various reviewers of my proposal, I would just make the following five points:

1. Mr. Hanna’s initial observations as to what I want to do are completely on point.
2. An exception to the general compensation plan for county employees has already been made for the Solicitor’s Office. I only ask the ability to also try to compensate and retain my attorneys.
3. As Mr. Hanna notes, the proposal is similar to prior department pay plans which have been approved by the Council in the past.
4. Mr. Hanna’s comment on my request to add a 5% bonus is exactly what I want to be able to do, so terming bonus a supplement describes my intent exactly.
5. While I agree that the economic downturn impacted pay adjustments for all county employees, I can only advocate for my own, and note that, as opposed to all other county employees, my budget

consists of 40% non-county funding, and my budget receives no additional adjustment from the county when the general pay raises are given. This department has a different relationship with the County than any other and faces different budgetary challenges than any other.

C. Legislative / Chronological History

There is no legislative history for this request.

D. Financial Impact

As mentioned above – there is no additional financial request associated with this proposal as costs will be borne out of State funding. Should the Council decide that funding the request is appropriate the initial year’s expenditure will amount to less than \$180,000. See **Attachment A**.

E. Alternatives

1. Approve the request to establish a schedule to raise salaries for attorneys in the Public Defender’s Office in order to retain qualified personnel.
2. Do not approve the proposal resulting in continued excessive turnover of qualified attorneys at the Public Defender’s Office, leading to longer delays in processing cases in the criminal justice system in Richland County.

F. Recommendation

It is recommended that Council approve the Public Defender Attorney Compensation and Retention Plan as set forth above

Recommended by: Circuit Public Defender Douglas Strickler
Department: Public Defender
Date: September 6, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 9/11/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Recommendation is based on the County’s previous approval of special compensation and retention plans at the department level and that the request requires no additional County funds.

I would recommend that the County incorporate a review by the Human Resources Director prior to approval in order to ensure consistency with other current approved pay plans.

Human Resources

Reviewed by: Dwight Hanna Date:
 Recommend Council approval Recommend Council denial
 Policy decision left to Council’s discretion.
Comments regarding recommendation:

It appears the Public Defender is requesting the ability to address internal wage equity within the County, bring salaries in the Public Defender’s Office up to a market

competitive pay rates, differentiate pay levels based on seniority or years of service, provide supplemental pay for additional some specific duties, transition to COLA increases once salaries reach a certain level, and consistently fund adequate pay increase annually to keep salaries competitive with the market. These are all acceptable types of pay increases depending on the philosophy of the employer.

In order to prevent or address the same type compensation issues the Public Defender is attempting to address from occurring with other attorney jobs, Human Resources recommends Council consider specially addressing the salaries and pay ranges of all attorney jobs in the County at the appropriate time. In addition, Human Resources generally recommends Council consider consistently offering compensation increase opportunities for all employees as and if applicable. It is important to note that to a greater or lesser extent, most County employees wages were adversely affected by the economic downturn referenced by the Public Defender. If the Public Defender desires to pay additional compensation to attorneys assigned to certain areas, this may be achieved more effectively by designating as a pay supplement. This would enable an easier removal of the supplement if there is the need to transition an employee to another area. Another point for Council's consideration is prior to the economic downturn the County normally awarded pay increases for employees based on their job performance rating (PEP) vs. COLA increases.

Upon reviewing this ROA, it appears this request is similar to prior department pay plans approved by County Council in the past. Finally, Human Resources would need to timely receive an approved written plan that contains all details included in document in order to efficiently implement the plan.

Legal

Reviewed by: Elizabeth McLean

Date: 9/11/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Warren Harley

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation is based on the assertion that the funding for the pay plan would come from state funding and would not require additional funding from the county and that there is sufficient funding to cover the initial startup of the pay plan.

Measures may need to be put in place to ensure that if and when state funding is not adequate to fund the pay plan that this does not in the future force the county to increase funding level.

ATTACHMENT “A”

	Current Salary	Start Date	Should be as of 11/13	11/1/13	5/1/14
County PD	\$79,560.00		\$95,000.00	\$85,000.00	\$90,000.00
Deputy PD	\$58,344.00	11/01/06	\$75,000.00	\$65,000.00	\$70,000.00
Asst PD	\$47,736.00	11/01/07	\$65,000.00	\$55,000.00	\$60,000.00
Asst PD	\$47,736.00	11/01/07	\$65,000.00	\$55,000.00	\$60,000.00
Asst PD	\$47,736.00	11/01/07	\$65,000.00	\$55,000.00	\$60,000.00
Asst PD	\$50,281.92	11/01/07	\$65,000.00	\$55,000.00	\$60,000.00
Asst PD	\$58,344.00	09/01/08	\$65,000.00	\$65,000.00	\$65,000.00
Asst PD	\$47,736.00	11/01/08	\$60,000.00	\$55,000.00	\$60,000.00
Asst PD	\$42,432.00	11/01/10	\$50,000.00	\$45,000.00	\$50,000.00
Asst PD	\$42,432.00	11/01/10	\$50,000.00	\$45,000.00	\$50,000.00
Asst PD	\$42,432.00	03/01/11	\$50,000.00	\$45,000.00	\$50,000.00
Asst PD	\$47,736.00	05/01/11	\$55,000.00	\$55,000.00	\$55,000.00
Asst PD	\$47,736.00	05/01/11	\$55,000.00	\$55,000.00	\$55,000.00
Asst PD	\$39,259.15	12/01/11	\$45,000.00	\$40,000.00	\$45,000.00
Asst PD	\$39,259.15	05/01/12	\$45,000.00	\$40,000.00	\$45,000.00
Asst PD	\$39,259.15	05/01/12	\$45,000.00	\$40,000.00	\$45,000.00
Asst PD	\$37,009.00	11/15/13	N/A	\$37,009.00	\$37,009.00
Asst PD	\$37,009.00	09/01/12	\$40,000.00	\$40,000.00	\$40,000.00
Asst PD	\$37,009.00	12/01/12	\$40,000.00	\$40,000.00	\$40,000.00
Asst PD	\$37,009.00	12/01/12	\$40,000.00	\$40,000.00	\$40,000.00
Asst PD	\$37,009.00	12/01/12	\$40,000.00	\$40,000.00	\$40,000.00
Asst PD	\$37,009.00	12/01/12	\$40,000.00	\$40,000.00	\$40,000.00
Asst PD	\$37,009.00	6/3/2013	N/A	\$37,009.00	\$40,000.00
Asst PD	\$37,009.00	6/3/2013	N/A	\$37,009.00	\$40,000.00
Asst PD	\$37,009.00	6/17/2013	N/A	\$37,009.00	\$40,000.00
Asst PD	\$37,009.00	11/15/2013	N/A	\$37,009.00	\$37,009.00
Asst PD	\$37,009.00	11/15/2013	N/A	\$37,009.00	\$37,009.00
Asst PD	\$37,009.00	11/15/2013	N/A	\$37,009.00	\$37,009.00
Increase in cost				\$91,935.63	\$73,973.00

Salaries are for current attorneys and positions with start dates as reflected – names have been redacted.

Raises indicated in bold.

Richland County Council Request of Action

Subject

Eastern Federal Lands Access Program Grant [**PAGES 203-207**]

Richland County Council Request of Action

Subject: Eastern Federal Lands Access Program Grant – Leesburg Road Widening

A. Purpose

County Council is requested to approve the Eastern Federal Lands Access Program Grant for the Leesburg Road Widening Project in the amount of \$2.4 million, if awarded. Matching funds will be provided by the Transportation Penny Sales Tax.

B. Background / Discussion

Richland County proposes to widen 3.72 miles of Leesburg Road (SC 262) from Fairmont Road to Lower Richland Boulevard at the estimated cost of \$38.3 million (Attachment 1). Widening Leesburg Road will relieve congestion by increasing capacity, improve safety for motorists and other roadway users by providing safer dedicated facilities, and help improve air quality in the Central Midlands region by reducing idle times for motor vehicles. Leesburg Road's current capacity is 10,800 vehicles, while according to SCDOT, the projected volume is 17,600 vehicles per day, with a projected increase to 31,100 vehicles per day by 2035 under the COATS Travel Demand Model, which is a tool the Central Midlands Council of Governments (COG) utilizes to analyze current and anticipated travel patterns and traffic congestion rates. Annual average daily traffic on Leesburg Road is nearly double the road's capacity, resulting in Leesburg's current Level of Service (LOS) rating of "F."

Providing a two-way left-turn lane and possibly an additional lane in each direction (five-lane section) will increase safety for motorists, pedestrians, and bicyclists. This project appears on the Penny Sales Tax Roadway Projects list as well as the SCDOT 2010-2015 Statewide Transportation Improvement Plan (STIP). The project is ongoing with a completion date estimated for November 2017.

Due to the project's proximity to Fort Jackson, it is eligible for an Eastern Federal Lands Access Program grant. This grant program is funded through MAP 21 legislation. If awarded, the County will receive up to \$2.4 million in funds for construction which will help maximize the \$4 Million allocated to the project in Transportation Penny funds.

The project is estimated to cost \$38.3 Million which includes \$4.7 million for preliminary engineering, \$5.1 million for right-of-way acquisition, and \$28.5 million for construction. The remaining funding is secured through other state and federal sources.

C. Legislative / Chronological History

This is a staff initiated request with no legislative history. This project appears on the 2012 Transportation Penny Roadway list.

D. Financial Impact

Current cost estimates place the total project cost at \$38.3 million. Secured federal and state funds make up the additional \$34.3 million. Up to \$4.0 million in Transportation Penny funds will be used as the match for this grant, if awarded.

E. Alternatives

1. Approve the Eastern Federal Lands Access Program grant for the Leesburg Road Widening Project, if awarded.
2. Do not approve the Eastern Federal Lands Access Program grant for the Leesburg Road Widening Project, if awarded.

F. Recommendation

It is recommended that Council approve the Eastern Federal Lands Access Program grant for the Leesburg Road Widening Project, if awarded.

Recommended by: Rob Perry

Department: Transportation

Date: 9/6/13

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 9/8/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Based on ROA, the request is consistent with project plan and the County’s financial policy to leverage the use of grant funds.

Grants

Reviewed by: Sara Salley

Date: 9/9/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Emergency Services

Reviewed by: Michael Byrd

Date: 9/19/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Public Works

Reviewed by: David Hoops

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 9/19/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion. Legal cannot comment on the grant documents/requirements as they have not been provided.

Administration

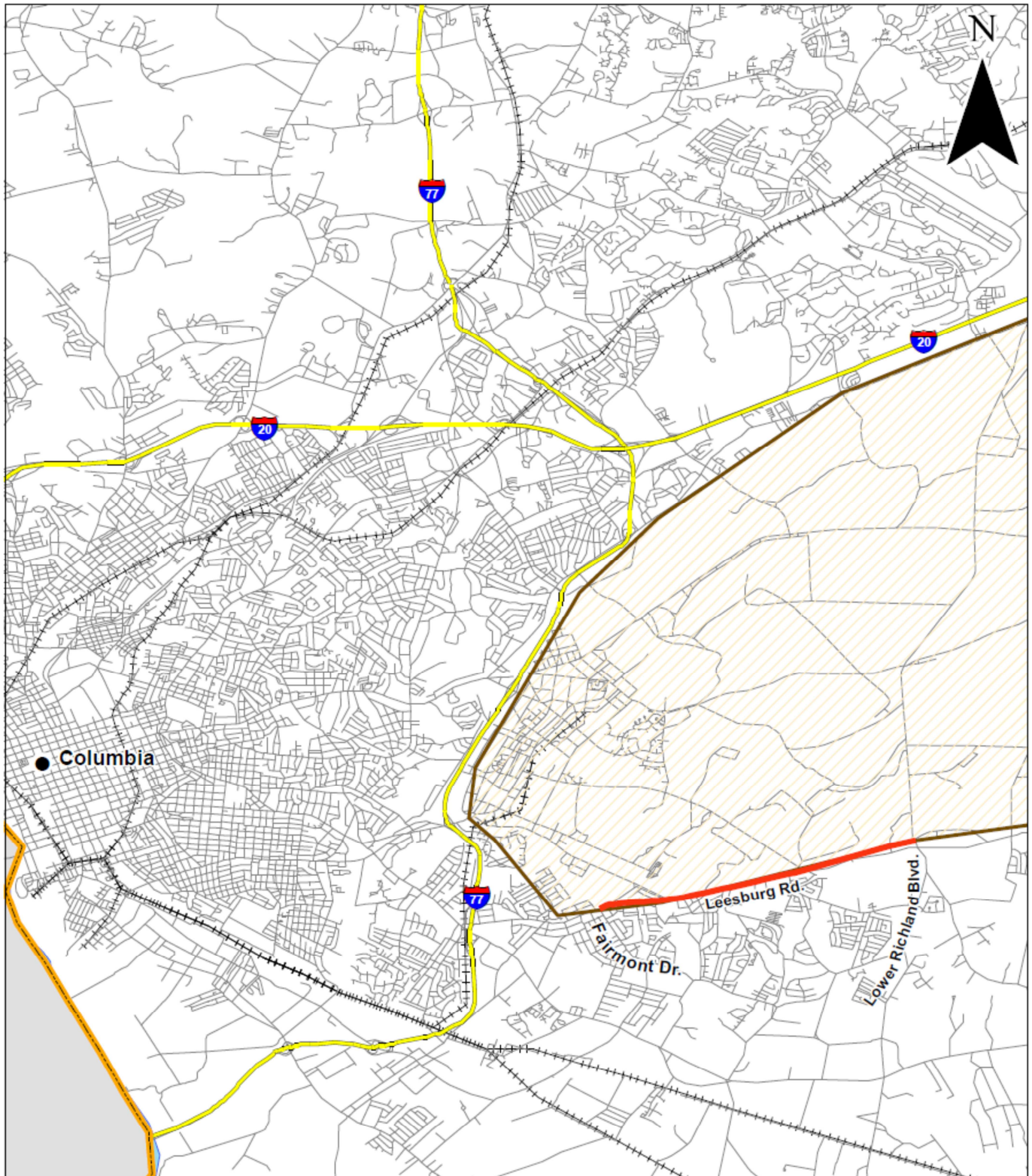
Reviewed by: Tony McDonald

Date: 9/20/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This project is consistent with the Transportation Penny projects list, and provides an excellent opportunity for the County to leverage proceeds from the Penny to obtain additional project funds.



Legend

- Interstate
- Roads
- Railroad
- Project Corridor
- Fort Jackson

Figure 1: Project Location
 Leesburg Road (SC-262)
 Proposed Roadway
 Widening Project



Richland County Council Request of Action

Subject

a. Millage Presentation [**PAGES 208-216**]

b. An Ordinance Authorizing the Levying of Ad Valorem Property Taxes, which, together with the prior year's carryover and other State levies and any additional amount appropriated by the Richland County Council prior to July 1, 2013, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2013, through June 30, 2014 [**PAGES 217-218**]

Notes

First Reading: May 7, 2013

Second Reading: June 12, 2013

Third Reading:

Public Hearing: May 23, 2013



Paul Brawley

Richland County Auditor

2020 Hampton Street • P.O. Box 192 • Columbia, South Carolina • 29202
Phone (803) 576-2614 • Fax (803) 576-2606 • BRAWLEYP@RCGOV.US

September 26, 2013

The Honorable Kelvin Washington
Chairman
Richland County Council
2020 Hampton Street
Columbia, SC 29204

Dear Chairman Washington:

I am transmitting to you and members of Council the calculated millage rates for 2013. The millage rates are the same as projected during the budget process except for School District Two is changed to 291.5 mills to conform with state law and Stormwater is lowered to 3.1 mills.

I have attached to this transmittal a 2013 Millage Worksheet that has the millage rates and approved 3rd reading budget amounts. I also have included an impact of the millage rates on a \$100K property that is owner occupied and non-owner occupied by tax district.

I look forward to answering any questions you and the Council Members may have on October 1, 2013.

Sincerely,

A handwritten signature in black ink that reads "Paul Brawley".

Paul Brawley
Richland County Auditor

cc: County Council
County Administrator
Finance Director

enclosures

2013 Millage Worksheet

Paul Brawley
Richland County Auditor

Agency	Total		State Reimbursement	School	Net Taxes	13 Millage	Non-Owner Occupied Mill Value	T Mill Value	12 Mill Val	12 Millage	Millage Difference
	FY 13 Budget	Carryforward									
SD #1	193,951,316	3,356,328	5,683,497	49,369,991	135,541,500	248.7	545,000	785,000	770,000	243.1	5.6
SD #2 *	130,396,941	-	1,097,318	47,096,623	82,203,000	291.5	282,000	526,000	507,000	282.5	9.0
SD #1 Bonds	58,723,568	14,650,676	2,467,892		41,605,000	53		785,000	770,000	53.0	-
SD #2 Bonds	62,550,540	11,318,677	1,787,863		49,444,000	94		526,000	507,000	85.0	9.0
Recreation	12,429,297	408,874	552,023		11,468,400	11.4		1,006,000	972,000	11.1	0.3
Rec Bonds	6,334,843	3,154,735	162,108		3,018,000	3		1,006,000	972,000	3.0	-
MTC	4,891,926	155,874	219,352		4,516,700	3.1		1,457,000	1,418,000	3.0	0.1
MTCC	2,343,395	76,930	80,965		2,185,500	1.5		1,457,000	1,418,000	1.5	-
Zoo Bonds	2,722,997	1,484,672	72,725		1,165,600	0.8		1,457,000	1,418,000	0.7	0.1
ERPSD Bonds	2,842,879	1,827,821	95,058		920,000	4		230,000	230,000	4.0	-
Storm	3,100,000	270,536	23,964		2,805,500	3.1		905,000	880,000	3.1	-
Fire Operating	20,690,857	1,148,928	820,929		18,721,000	19.3		970,000	900,000	18.7	0.6
Fire Bonds	2,056,543	230,589	79,954		1,746,000	1.8		970,000	900,000	1.8	-
General Fund	79,929,600		3,000,000		76,929,600	52.8		1,457,000	1,418,000	51.2	1.6
County Bonds	18,255,237	4,390,998	751,239		13,113,000	9		1,457,000	1,418,000	9.0	-
Library	22,970,884	472,027	935,257		21,563,600	14.8		1,457,000	1,418,000	14.3	0.5
MH	1,895,870	43,564	103,906		1,748,400	1.2		1,457,000	1,418,000	1.2	-
Zoo	2,001,240	50,941	56,199		1,894,100	1.3		1,457,000	1,418,000	1.3	-
Landfill	4,800,000	-	137,600		4,662,400	3.2		1,457,000	1,418,000	3.1	0.1
Conservation	728,500				728,500	0.5		1,457,000	1,418,000	0.5	-
Neighborhood	728,500				728,500	0.5		1,457,000	1,418,000	0.5	-
Capital	4,854,375		191,975		4,662,400	3.2		1,457,000	1,418,000	3.1	0.1

* District Two budget decreased due to the Treasurer paying the \$2,899,428 carryforward in last fiscal year instead of booking it as carryforward for this fiscal year.

**RICHLAND COUNTY
2013 MILLAGE AND TAX SCHEDULE**

**Residential Property
Owner Occupied
Budget Amendment**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>1AL</u>	<u>1CC</u>	<u>1CY</u>	<u>1ER</u>	<u>1FA</u>	<u>1TE</u>	<u>1LR</u> <u>1UR</u>	<u>DISTRICT</u> <u>AVERAGE</u>
2013 Total Levy		434.4	511.0	452.2	436.2	483.2	549.1	432.2	471.2
2012 Total Levy		425.4	502.3	442.9	427.2	474.2	540.1	423.2	462.2
Net Change		9.0	8.7	9.3	9.0	9.0	9.0	9.0	9.0
Percentage Change		2.1%	1.7%	2.1%	2.1%	1.9%	1.7%	2.1%	2.0%
2013 Tax \$100,000 House		\$ 1,737.60	\$ 2,044.00	\$ 1,808.80	\$ 1,744.80	\$ 1,932.80	\$ 2,196.40	\$ 1,728.80	\$ 1,884.74
Less, Local Option Sales Tax		\$ (129.00)	\$ (317.10)	\$ (129.00)	\$ (129.00)	\$ (246.60)	\$ (576.20)	\$ (129.00)	\$ (236.56)
Less, School Operating Credit		\$ (994.80)	\$ (994.80)	\$ (994.80)	\$ (994.80)	\$ (994.80)	\$ (994.80)	\$ (994.80)	\$ (994.80)
2013 Net Taxes		\$ 613.80	\$ 732.10	\$ 685.00	\$ 621.00	\$ 691.40	\$ 625.40	\$ 605.00	\$ 653.39
2012 Tax \$100,000 House		\$ 600.20	\$ 724.40	\$ 670.20	\$ 607.40	\$ 677.40	\$ 611.80	\$ 591.40	\$ 640.40
Tax Increase (Decrease)		\$ 13.60	\$ 7.70	\$ 14.80	\$ 13.60	\$ 14.00	\$ 13.60	\$ 13.60	\$ 12.99
Percentage Change		2.3%	1.1%	2.2%	2.2%	2.1%	2.2%	2.3%	2.1%
2014 Tax on \$20,000 Auto		\$ 495.48	\$ 549.78	\$ 516.84	\$ 497.64	\$ 530.52	\$ 543.68	\$ 492.84	\$ 518.11
2013 Tax on \$20,000 Auto		\$ 484.68	\$ 540.28	\$ 505.68	\$ 486.84	\$ 519.64	\$ 532.88	\$ 482.04	\$ 507.43
Tax Increase (Decrease)		\$ 10.80	\$ 9.50	\$ 11.16	\$ 10.80	\$ 10.88	\$ 10.80	\$ 10.80	\$ 10.68
Percentage Change		2.2%	1.8%	2.2%	2.2%	2.1%	2.0%	2.2%	2.1%

**RICHLAND COUNTY
2013 MILLAGE AND TAX SCHEDULE**

**Residential Property
Owner Occupied
Budget Amendment**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>2AL</u>	<u>2CC</u>	<u>2SH</u> <u>2DP</u>	<u>2ER</u>	<u>2FA</u>	<u>2TB</u>	<u>DISTRICT</u> <u>AVERAGE</u>
2013 Total Levy		518.2	594.8	516.0	520.0	567.0	512.9	538.2
2012 Total Levy		496.8	573.7	494.6	498.6	545.6	491.5	516.8
Net Change		21.4	21.1	21.4	21.4	21.4	21.4	21.4
Percentage Change		4.3%	3.7%	4.3%	4.3%	3.9%	4.4%	4.1%
2013 Tax \$100,000 House	\$	2,072.80	\$ 2,379.20	\$ 2,064.00	\$ 2,080.00	\$ 2,268.00	\$ 2,051.60	\$ 2,152.60
Less, Local Option Sales Tax	\$	(129.00)	\$ (317.10)	\$ (129.00)	\$ (129.00)	\$ (246.60)	\$ (129.00)	\$ (179.95)
Less, School Operating Credit	\$	(1,166.00)	\$ (1,166.00)	\$ (1,166.00)	\$ (1,166.00)	\$ (1,166.00)	\$ (1,166.00)	\$ (1,166.00)
2013 Net Taxes	\$	777.80	\$ 896.10	\$ 769.00	\$ 785.00	\$ 855.40	\$ 756.60	\$ 806.65
2012 Tax \$100,000 House	\$	728.20	\$ 852.40	\$ 719.40	\$ 735.40	\$ 805.40	\$ 707.00	\$ 757.97
Tax Increase (Decrease)	\$	49.60	\$ 43.70	\$ 49.60	\$ 49.60	\$ 50.00	\$ 49.60	\$ 48.68
Percentage Change		6.8%	5.1%	6.9%	6.7%	6.2%	7.0%	6.5%
2014 Tax on \$20,000 Auto	\$	596.04	\$ 650.34	\$ 593.40	\$ 598.20	\$ 631.08	\$ 589.68	\$ 609.79
2013 Tax on \$20,000 Auto	\$	570.36	\$ 625.96	\$ 567.72	\$ 572.52	\$ 605.32	\$ 564.00	\$ 584.31
Tax Increase (Decrease)	\$	25.68	\$ 24.38	\$ 25.68	\$ 25.68	\$ 25.76	\$ 25.68	\$ 25.48
Percentage Change		4.5%	3.9%	4.5%	4.5%	4.3%	4.6%	4.4%

**RICHLAND COUNTY
2013 MILLAGE AND TAX SCHEDULE**

**Residential Property
Owner Occupied**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>6CC</u>	<u>6TI</u>	<u>6UD</u>	<u>DISTRICT AVERAGE</u>	<u>COUNTY AVERAGE</u>				
2013 Total Levy		491.1	407.4	412.3	436.9	489.9				
2012 Total Levy		480.6	396.6	401.5	426.2	475.9				
Net Change		10.5	10.8	10.8	10.7	14.0				
Percentage Change		2.2%	2.7%	2.7%	2.5%	2.9%				
2013 Tax \$100,000 House	\$	1,964.40	\$	1,629.60	\$	1,649.20	\$	1,747.73	\$	1,959.50
Less, Local Option Sales Tax	\$	(317.10)	\$	(129.00)	\$	(129.00)	\$	(191.70)	\$	(206.92)
Less, School Operating Credit	\$	(917.20)	\$	(917.20)	\$	(917.20)	\$	(917.20)	\$	(1,044.45)
2013 Net Taxes	\$	730.10	\$	583.40	\$	603.00	\$	638.83	\$	708.13
2012 Tax \$100,000 House	\$	722.40	\$	569.80	\$	589.40	\$	627.20	\$	682.01
Tax Increase (Decrease)	\$	7.70	\$	13.60	\$	13.60	\$	11.63	\$	26.12
Percentage Change		1.1%		2.4%		2.3%		1.9%		3.7%
2014 Tax on \$20,000 Auto	\$	525.90	\$	463.08	\$	468.96	\$	485.98	\$	546.47
2013 Tax on \$20,000 Auto	\$	514.24	\$	450.12	\$	456.00	\$	473.45	\$	529.89
Tax Increase (Decrease)	\$	11.66	\$	12.96	\$	12.96	\$	12.53	\$	16.57
Percentage Change		2.3%		2.9%		2.8%		2.7%		3.1%

**RICHLAND COUNTY
2013 MILLAGE AND TAX SCHEDULE**

**Commercial Property
Non-Owner Occupied
Budget Amendment**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>1AL</u>	<u>1CC</u>	<u>1CY</u>	<u>1ER</u>	<u>1FA</u>	<u>1TE</u>	<u>1LR</u> <u>1UR</u>	<u>DISTRICT</u> <u>AVERAGE</u>
2013 Total Levy		434.4	511.0	452.2	436.2	483.2	549.1	432.2	471.2
2012 Total Levy		425.4	502.3	442.9	427.2	474.2	540.1	423.2	462.2
Net Change		9.0	8.7	9.3	9.0	9.0	9.0	9.0	9.0
Percentage Change		2.1%	1.7%	2.1%	2.1%	1.9%	1.7%	2.1%	2.0%
2013 Tax \$100,000 House	\$	2,606.40	\$ 3,066.00	\$ 2,713.20	\$ 2,617.20	\$ 2,899.20	\$ 3,294.60	\$ 2,593.20	\$ 2,827.11
Less, Local Option Sales Tax	\$	(129.00)	\$ (317.10)	\$ (129.00)	\$ (129.00)	\$ (246.60)	\$ (576.20)	\$ (129.00)	\$ (236.56)
2013 Net Taxes	\$	2,477.40	\$ 2,748.90	\$ 2,584.20	\$ 2,488.20	\$ 2,652.60	\$ 2,718.40	\$ 2,464.20	\$ 2,590.56
2012 Tax \$100,000 House	\$	2,423.40	\$ 2,701.40	\$ 2,528.40	\$ 2,434.20	\$ 2,598.20	\$ 2,664.40	\$ 2,410.20	\$ 2,537.17
Tax Increase (Decrease)	\$	54.00	\$ 47.50	\$ 55.80	\$ 54.00	\$ 54.40	\$ 54.00	\$ 54.00	\$ 53.39
Percentage Change		2.2%	1.8%	2.2%	2.2%	2.1%	2.0%	2.2%	2.1%
2014 Tax on \$20,000 Auto	\$	495.48	\$ 549.78	\$ 516.84	\$ 497.64	\$ 530.52	\$ 543.68	\$ 492.84	\$ 518.11
2013 Tax on \$20,000 Auto	\$	484.68	\$ 540.28	\$ 505.68	\$ 486.84	\$ 519.64	\$ 532.88	\$ 482.04	\$ 507.43
Tax Increase (Decrease)	\$	10.80	\$ 9.50	\$ 11.16	\$ 10.80	\$ 10.88	\$ 10.80	\$ 10.80	\$ 10.68
Percentage Change		2.2%	1.8%	2.2%	2.2%	2.1%	2.0%	2.2%	2.1%

**RICHLAND COUNTY
2013 MILLAGE AND TAX SCHEDULE**

**Commercial Property
Non-Owner Occupied
Budget Amendment**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>2AL</u>	<u>2CC</u>	<u>2SH</u> <u>2DP</u>	<u>2ER</u>	<u>2FA</u>	<u>2TB</u>	<u>DISTRICT</u> <u>AVERAGE</u>
2013 Total Levy		518.2	594.8	516.0	520.0	567.0	512.9	538.2
2012 Total Levy		496.8	573.7	494.6	498.6	545.6	491.5	516.8
Net Change		21.4	21.1	21.4	21.4	21.4	21.4	21.4
Percentage Change		4.3%	3.7%	4.3%	4.3%	3.9%	4.4%	4.1%
2013 Tax \$100,000 House	\$	3,109.20	\$ 3,568.80	\$ 3,096.00	\$ 3,120.00	\$ 3,402.00	\$ 3,077.40	\$ 3,228.90
Less, Local Option Sales Tax	\$	(129.00)	\$ (317.10)	\$ (129.00)	\$ (129.00)	\$ (246.60)	\$ (129.00)	\$ (179.95)
2013 Net Taxes	\$	2,980.20	\$ 3,251.70	\$ 2,967.00	\$ 2,991.00	\$ 3,155.40	\$ 2,948.40	\$ 3,048.95
2012 Tax \$100,000 House	\$	2,851.80	\$ 3,129.80	\$ 2,838.60	\$ 2,862.60	\$ 3,026.60	\$ 2,820.00	\$ 2,921.57
Tax Increase (Decrease)	\$	128.40	\$ 121.90	\$ 128.40	\$ 128.40	\$ 128.80	\$ 128.40	\$ 127.38
Percentage Change		4.5%	3.9%	4.5%	4.5%	4.3%	4.6%	4.4%
2014 Tax on \$20,000 Auto	\$	596.04	\$ 650.34	\$ 593.40	\$ 598.20	\$ 631.08	\$ 589.68	\$ 609.79
2013 Tax on \$20,000 Auto	\$	570.36	\$ 625.96	\$ 567.72	\$ 572.52	\$ 605.32	\$ 564.00	\$ 584.31
Tax Increase (Decrease)	\$	25.68	\$ 24.38	\$ 25.68	\$ 25.68	\$ 25.76	\$ 25.68	\$ 25.48
Percentage Change		4.5%	3.9%	4.5%	4.5%	4.3%	4.6%	4.4%

**RICHLAND COUNTY
2013 MILLAGE AND TAX SCHEDULE**

**Commercial Property
Non-Owner Occupied**

**PAUL BRAWLEY
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>6CC</u>	<u>6TI</u>	<u>6UD</u>	<u>DISTRICT AVERAGE</u>	<u>COUNTY AVERAGE</u>				
2013 Total Levy		491.1	407.4	412.3	436.9	489.9				
2012 Total Levy		480.6	396.6	401.5	426.2	475.9				
Net Change		10.5	10.8	10.8	10.7	14.0				
Percentage Change		2.2%	2.7%	2.7%	2.5%	2.9%				
2013 Tax \$100,000 House	\$	2,946.60	\$	2,444.40	\$	2,473.80	\$	2,621.60	\$	2,939.25
Less, Local Option Sales Tax	\$	(317.10)	\$	(129.00)	\$	(129.00)	\$	(191.70)	\$	(206.92)
2013 Net Taxes	\$	2,629.50	\$	2,315.40	\$	2,344.80	\$	2,429.90	\$	2,732.33
2012 Tax \$100,000 House	\$	2,571.20	\$	2,250.60	\$	2,280.00	\$	2,367.27	\$	2,649.46
Tax Increase (Decrease)	\$	58.30	\$	64.80	\$	64.80	\$	62.63	\$	82.87
Percentage Change		2.3%		2.9%		2.8%		2.7%		3.1%
2014 Tax on \$20,000 Auto	\$	525.90	\$	463.08	\$	468.96	\$	485.98	\$	546.47
2013 Tax on \$20,000 Auto	\$	514.24	\$	450.12	\$	456.00	\$	473.45	\$	529.89
Tax Increase (Decrease)	\$	11.66	\$	12.96	\$	12.96	\$	12.53	\$	16.57
Percentage Change		2.3%		2.9%		2.8%		2.7%		3.1%

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-**

AN ORDINANCE AUTHORIZING THE LEVYING OF AD VALOREM PROPERTY TAXES, WHICH, TOGETHER WITH THE PRIOR YEAR'S CARRYOVER AND OTHER STATE LEVIES AND ANY ADDITIONAL AMOUNT APPROPRIATED BY THE RICHLAND COUNTY COUNCIL PRIOR TO JULY 1, 2013, WILL PROVIDE SUFFICIENT REVENUES FOR THE OPERATIONS OF RICHLAND COUNTY GOVERNMENT DURING THE PERIOD FROM JULY 1, 2013, THROUGH JUNE 30, 2014.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the general Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION 1. That a tax for the General Fund to cover the period from July 1, 2013 to June 30, 2014, both inclusive, is hereby levied upon all taxable property in Richland County, in a sufficient number of mills not to exceed fifty one and two tenths (51.2) to be determined from the assessment of the property herein.

SECTION 2. That the additional taxes, besides that noted above in Section 1, to cover the period of July 1, 2013 to June 30, 2014, both inclusive, are hereby levied upon all taxable property in Richland County for the funds:

<u>NAME</u>	<u>MILLS</u>
General Fund Debt Service	9.0
Solid Waste – Landfill	3.1
Capital Replacement	3.1
Library	14.3
Mental Health	1.2
Riverbanks Zoo	1.3
Conservation Commission	.5
Neighborhood Redevelopment	.5

SECTION 3. That the additional taxes, besides that noted in Section 1 and 2, to cover the period from July 1, 2013 to June 30, 2014, both inclusive, are hereby levied upon all taxable property located within each of the following respective Special Tax Districts in Richland County for the following Funds:

<u>NAME</u>	<u>MILLS</u>
Fire Service – Operations	18.7
Fire Service – Debt Service	1.8
School District One – Operations	243.1
School District One – prior year deficit	0
School District One – Debt Service	53.0
School District Two – Operations	282.5
School District Two – Debt Service	85.0
Recreation Commission – Operations	11.1

Recreation Commission – Debt Service	3.0
Midlands Technical College – Operations	3.0
Midlands Technical College – Capital & Debt Service	1.5
Riverbanks Zoo – Debt Service	.7
Stormwater Management	3.1
East Richland Public Service District – Debt Service	4.0

SECTION 4. Conflicting Ordinances Repealed. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. Separability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION 6. Effective Date. This Ordinance shall become effective _____, 2013.

RICHLAND COUNTY COUNCIL

BY: Kelvin Washington, Chair

FIRST READING: May 7, 2013
PUBLIC HEARING: May 23, 2013
SECOND READING: June 12, 2013
THIRD READING:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article X, Property Maintenance; so as to codify property maintenance regulations **[PAGES 219-225]**

Notes

July 23, 2013 - The Committee unanimously approved the recommendation that Council approve an ordinance amendment in Chapter 6 of the Richland County Code of Ordinances with regards to property maintenance regulations.

First Reading: September 10, 2013

Second Reading: September 17, 2013

Third Reading:

Public Hearing: September 10, 2013

Richland County Council Request of Action

Subject: Codify Property Maintenance Regulations

A. Purpose

County Council is requested to approve an ordinance amendment in Chapter 6 of the Richland County Code of Ordinances with regards to property maintenance regulations.

B. Background / Discussion

Currently property maintenance regulations, including Unsafe Structures, are found in the International Property Maintenance Code. With the codification of some of these regulations in the Richland County Code of Ordinances, the Unsafe Structures Division can take aggressive steps to identify and facilitate the abatement of physical conditions and characteristics of non-compliant, substandard and unsanitary structures, when conditions and characteristics are such as to be detrimental to or jeopardize the health, safety and welfare of the public or potential occupants. Also, citizens will be able to access these same regulations on the County’s website, which may make it easier for people to understand and to know what to do to secure their homes.

The Unsafe Structures Program was established to improve the quality of life for all Richland County residents with swift due process and enforcement through an aggressive program dealing with property maintenance, structural, environmental, and public nuisance codes. Richland County Building Codes and Inspections Department currently enforces the 2012 International Property Maintenance Code (Section 6-182 of the Richland County Code of Ordinances). The Unsafe Structures Program uses demolition as a form of rehabilitation of properties located in the unincorporated areas of Richland County.

C. Legislative / Chronological History

On May 21, 2013, a motion was made by the Honorable Torrey Rush, which was forwarded to the D&S Committee agenda:

“I move to direct staff to draft appropriate language so as to codify unsafe housing regulations within Chapter 6 of the County Code of Ordinances, which are consistent with the International Property Maintenance Code, as amended.”

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

1. Approve the request to codify unsafe structures regulations.
2. Do not approve the request to codify unsafe structures regulations.

F. Recommendation

It is recommended that Council approve the request to codify unsafe structures regulations.

Recommended by: Honorable Torrey Rush

Department: Council

Date: 5/21/13

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 7/10/13

Recommend Council approval

Recommend Council denial

✓ Recommend Council discretion

Comments regarding recommendation:

This is a policy decision for Council with no known financial impact stated in the ROA.

Building Codes and Inspections

Reviewed by: Donny Phipps

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 7/16/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion. Richland County has adopted the current version of the Property Maintenance Code, which allows for complete and aggressive enforcement of unsafe housing issues. This proposed ordinance would duplicate a very small portion of the Property Maintenance Code (and place such language in the County Code) in an effort to make it more accessible to the citizens of Richland County. While I agree that that goal is worthwhile and useful, I am concerned that we may create more confusion among citizens by leading them to believe that this small portion of Code is the relevant portion of the law, when in fact, the entire Property Maintenance Code still applies to all unsafe housing situations whether or not such language is codified in its entirety.

Administration

Reviewed by: Sparty Hammett

Date: 7/18/13

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; ARTICLE X, PROPERTY MAINTENANCE; SO AS TO CODIFY PROPERTY MAINTENANCE REGULATIONS.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article X, Property Maintenance; is hereby amended to read as follows:

Sec. 6-182. Adoption Adopted.

The ~~2006~~ 2012 edition of the International Property Maintenance Code and all amendments thereto, as published by the International Code Council, Inc., is hereby adopted verbatim and incorporated by reference.

Sec. 6-183. Unfit Buildings.

(a) Authority/Definitions. This Section is authorized by S.C. Code, §§ 31-15-310 *et seq.*, as amended. The words “county,” “owner,” “parties in interest” and “dwelling” shall have the same meanings as set forth in S.C. Code, § 31-15-310 of such code. As used herein, the phrase “close the dwelling” shall mean the securing of all windows and doors of a dwelling in such a manner as to prevent the unauthorized entry into the dwelling or the damage of any glassed or other openings.

(b) Findings of council. The county council finds that there exist in the county structures which are unfit for human habitation or use due to (1) dilapidation, (2) defects increasing the hazards of fire, accidents or other calamities, (3) lack of ventilation, light or sanitary facilities, or (4) other conditions rendering such dwellings unsafe or unsanitary, dangerous, or detrimental to the health, or safety or otherwise inimical to the welfare of the residents of the county.

(c) Enforcement of section; additional powers of housing official. The Housing Official is hereby authorized and directed to exercise the powers prescribed in this section. S/he may exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this section, including the following powers in addition to others granted by this section or the enabling legislation:

- (1) To investigate conditions of unoccupied dwellings or unused structures located in the county in order to determine whether such dwellings/structures therein are unfit for human habitation or other use;
- (2) To examine witnesses and receive evidence;

(3) To enter upon premises for the purpose of making examinations, provided such entries be made in such manner as to cause the least possible inconvenience to the property owner(s); and

(4) To delegate any of her/his functions and powers under this section to such officers and agents as s/he may designate.

(d) Standards for determining fitness of structure for human habitation or use. The Housing Official may determine that a structure is unfit for human habitation or other use if s/he finds that conditions exist in such structure which are dangerous or injurious to the health or safety of potential occupants of such structure, the occupants of neighboring dwellings/structures or other residents in the county. Such conditions may include the following (without limiting the generality of the foregoing): Defects increasing the hazards of fire, accidents or other calamities; lack of adequate ventilation, light or sanitary facilities; dilapidation; disrepair; structural defects; uncleanliness; and breeding areas for insects or vermin.

(e) Closing a dwelling/structure. See Section 6-84 of the Richland County Code of Ordinances.

(f) Compliance procedure; action to be taken by housing official; failure to comply with order to repair.

(1) Whenever it appears to the Housing Official that any dwelling/structure is unfit for human habitation or other use, the Housing Official shall, if her/his preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner of and all parties in interest in such dwelling/structure a "Notice of Violation" stating the charges in that respect and what steps need to be taken to remediate the condition of structure, and their right to appeal the Housing Official's determination of unfitness to the Building Codes Board of Appeals within twenty (20) days of receipt of the written complaint. In addition, the Housing Official may cause to be posted on the main entrance of any dwelling/structure so closed, a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful."

(2) If an appeal is filed, a hearing before the Building Codes Board of Appeals shall be scheduled to determine whether or not the Housing Official misinterpreted the provisions of the International Property Maintenance Code in finding that the said dwelling/structure was unfit.

(3) If the owner does not appeal and fails to comply with the "Notice of Violation", the Housing Official shall cause to be served upon the owner of and all parties in interest in such dwelling/structure an "Order" stating that the Housing Official will cause such dwelling/structure to be removed or demolished.

(4) The amount of the cost of removal or demolition by the Housing Official shall be a lien against the real property upon which such cost was incurred.

(6) Notice of Violations or Orders issued by the Housing Official pursuant to this Section shall be served upon persons either personally or by registered mail, but if the whereabouts of such persons is unknown or cannot be ascertained by the Housing Official in the exercise of reasonable diligence, the Housing Official shall make an affidavit to that effect and serve Notice of Violation or Order upon such persons by publishing it once a week for two (2) consecutive weeks in a newspaper printed and published in the county.

(g) *Rights of persons affected by orders.* In accordance with S.C. Code, § 31-15-370, any person affected by an order issued by the Housing Official may, within sixty (60) days after the posting and service of the order, petition the circuit court for an injunction restraining the Housing Official from carrying out the provisions of the order and the court may, upon such petition, issue a temporary injunction restraining the Housing Official pending the final disposition of the cause. Hearings shall be had by the court on such petitions within twenty (20) days or as soon thereafter as possible and shall be given preference over other matters on the court's calendar. The court shall hear and determine the issues raised and shall enter such final order or decree as law and justice may require. In all such proceedings the findings of the Housing Official as to facts, if supported by evidence, shall be conclusive. Costs shall be in the discretion of the court. The remedies herein provided shall be exclusive remedies and no person affected by an order of the Housing Official shall be entitled to recover any damages for action taken pursuant to any order of the Housing Official or because of compliance by such person with any order of the Housing Official.

(h) *Provisions are cumulative.* Nothing contained in this section or the enabling legislation shall be construed to abrogate or impair the powers of the courts or of any department of any municipality in the county to enforce any provision of its charter or its ordinances or regulations, or to prevent or punish violations thereof and the powers conferred by this Section and the enabling legislation shall be in addition and supplemental to the powers conferred by any other law.

Secs. 6-184--6-190. Reserved.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2013.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE _____ DAY

OF _____, 2013

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

First Reading:
Second Reading:
Public Hearing:
Third Reading:

Richland County Council Request of Action

Subject

- a. An Ordinance Amending the Fiscal Year 2013-2014 Hospitality Tax Budget to appropriate \$420,000 of Hospitality Tax Unassigned Fund Balance for Feasibility Study **[PAGES 227-228]**
- b. An Ordinance Amending the Fiscal Year 2013-2014 Hospitality Tax Budget to appropriate \$50,000 of Hospitality Tax Unassigned Fund Balance for Olive Branch **[PAGES 229-230]**
- c. An Ordinance Amending the Fiscal Year 2013-2014 Hospitality Tax Budget to appropriate \$47,000 of Hospitality Tax Unassigned Fund Balance for the Capital City Classic **[PAGES 231-232]**

Notes

First Reading: September 10, 2013
Second Reading: September 17, 2013
Third Reading:
Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. SR_07

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 HOSPITALITY
TAX BUDGET TO APPROPRIATE \$420,000 OF HOSPITALITY TAX
UNASSIGNED FUND BALANCE FOR FEASIBILITY STUDY.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. That the amount of Four Hundred and Twenty Thousand dollars (\$420,000) be appropriated in the Hospitality Tax Fund. Therefore, the Fiscal Year 2013-2014 Hospitality Tax Annual Budget is hereby amended as follows:

HOSPITALITY TAX - REVENUE

Revenue appropriated July 1, 2013 as amended:	\$6,876,992
Appropriation of unassigned fund balance:	<u>\$ 420,000</u>
Total Hospitality Tax Revenue as Amended:	\$7,296,992

HOSPITALITY TAX - EXPENDITURES

Expenditures appropriated July 1, 2013 as amended:	\$6,876,992
Feasibility Study:	<u>\$ 420,000</u>
Total Hospitality Tax Expenditures as Amended:	\$7,296,992

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2012.

RICHLAND COUNTY COUNCIL

BY: _____

ATTEST THIS THE ____ DAY

OF _____, 2013

Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

- First Reading:
- Second Reading:
- Public Hearing:
- Third Reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. SR_06

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 HOSPITALITY
TAX BUDGET TO APPROPRIATE \$50,000 OF HOSPITALITY TAX
UNASSIGNED FUND BALANCE FOR OLIVE BRANCH.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. That the amount of Fifty Thousand dollars (\$50,000) be appropriated in the Hospitality Tax Fund. Therefore, the Fiscal Year 2013-2014 Hospitality Tax Annual Budget is hereby amended as follows:

HOSPITALITY TAX - REVENUE

Revenue appropriated July 1, 2013 as amended:	\$6,876,992
Appropriation of unassigned fund balance:	\$ <u>50,000</u>
Total Hospitality Tax Revenue as Amended:	\$6,926,992

HOSPITALITY TAX - EXPENDITURES

Expenditures appropriated July 1, 2013 as amended:	\$6,876,992
Olive Branch:	\$ <u>50,000</u>
Total Hospitality Tax Expenditures as Amended:	\$6,926,992

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2012.

RICHLAND COUNTY COUNCIL

BY: _____

ATTEST THIS THE ____ DAY

OF _____, 2013

Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

- First Reading:
- Second Reading:
- Public Hearing:
- Third Reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. SR_04

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 HOSPITALITY TAX BUDGET TO APPROPRIATE \$47,000 OF HOSPITALITY TAX UNASSIGNED FUND BALANCE FOR THE CAPITAL CITY CLASSIC.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. That the amount of forty seven dollars (\$47,000) be appropriated in the Hospitality Tax Fund. Therefore, the Fiscal Year 2013-2014 Hospitality Tax Annual Budget is hereby amended as follows:

HOSPITALITY TAX - REVENUE

Revenue appropriated July 1, 2013 as amended:	\$6,876,992
Appropriation of unassigned fund balance:	\$ <u>47,000</u>
Total Hospitality Tax Revenue as Amended:	\$6,923,992

HOSPITALITY TAX - EXPENDITURES

Expenditures appropriated July 1, 2013 as amended:	\$6,876,992
For Capital City Classic:	\$ <u>47,000</u>
Total Hospitality Tax Expenditures as Amended:	\$6,923,992

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2012.

RICHLAND COUNTY COUNCIL

BY: _____

ATTEST THIS THE ____ DAY
OF _____, 2013

Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

First Reading:
Second Reading:
Public Hearing:
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Authorizing an Easement to School District 5 of Lexington and Richland Counties for a Sanitary Sewer Line across land owned by Richland County; specifically a portion of TMS # 03300-01-06 **[PAGES 233-238]**

Notes

First Reading: September 10, 2013

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-13HR

AN ORDINANCE AUTHORIZING AN EASEMENT TO SCHOOL DISTRICT 5 OF LEXINGTON AND RICHLAND COUNTIES FOR A SANITARY SEWER LINE ACROSS LAND OWNED BY RICHLAND COUNTY; SPECIFICALLY A PORTION OF TMS #03300-01-06.

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY RICHLAND COUNTY COUNCIL:

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant an easement for sanitary sewer line to School District 5 of Lexington and Richland Counties across a portion of Richland County TMS #03300-01-06, as specifically described in the Sanitary Sewer Easement, which is attached hereto and incorporated herein.

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____.

RICHLAND COUNTY COUNCIL

By: _____
Kelvin Washington, Chair

Attest this _____ day of _____, 2013.

Michelle Onley
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

First Reading: September 10, 2013
Second Reading:
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA)

) SANITARY SEWER EASEMENT

COUNTY OF RICHLAND)

KNOWN ALL MEN BY THESE PRESENTS, That I (or we) SCHOOL DISTRICT 5 OF LEXINGTON/RICHLAND COUNTIES, SC 29 212, (The Grantor), of the County and State aforesaid, for and in consideration of the sum of one (\$1.00) dollar to the Grantor paid by Richland County, South Carolina, (The Grantee), the receipt of which is hereby acknowledged, and in further consideration of the agreements and conditions hereinafter contained, do(es) hereby grant unto the County of Richland as follows:

The Grantor does hereby grant unto the Grantee, their successors and assigns, an exclusive easement and right-of-way 15 feet in width (7.5 feet on each side of the sewer component), with an additional width as necessary, to construct, operate and maintain, together with the right of ingress and egress at all times for the purpose of constructing, operating and maintaining a sanitary sewer; together with the right to remove shrubbery, trees and other obstructions of any kind from the easement and right-of-way area. The Grantor hereby agrees that no construction (including, but not limited to, buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without the prior written consent of the Richland County Utilities Department.

Said easement and right-of-way to run through property owned by Grantor, said property and easement being more fully described as follows:

All that certain piece, parcel or strip of land, situate, lying, and being near Columbia, in the County of Richland, State of South Carolina, containing the below described portion of the lot designated as Richland County TMS# 203300-01-06.

Also known as CIVIL SKETCH 1 (6-17-13; REV 7/15/13)

TITLED: "SEWER EASEMENT"

The Centerline of the easement is the centerline of the sanitary sewer system as built.

TO HAVE AND TO HOLD THE aforesaid rights to the Grantee, its successors and assigns.

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2013-2014 Hospitality Tax Budget to appropriate \$100,000 of Hospitality Tax Unassigned Fund Balance for the EdVenture--Next Exhibit Capital [**PAGES 239-241**]

Notes

First Reading:
Second Reading:
Third Reading:
Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. SR_05

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 HOSPITALITY TAX BUDGET TO APPROPRIATE \$100,000 OF HOSPITALITY TAX UNASSIGNED FUND BALANCE FOR THE EDVENTURE – NEXT EXHIBIT CAPITAL.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. That the amount of One Hundred Thousand dollars (\$100,000) be appropriated in the Hospitality Tax Fund. Therefore, the Fiscal Year 2013-2014 Hospitality Tax Annual Budget is hereby amended as follows:

HOSPITALITY TAX - REVENUE

Revenue appropriated July 1, 2013 as amended:	\$6,876,992
Appropriation of unassigned fund balance:	<u>\$ 100,000</u>
Total Hospitality Tax Revenue as Amended:	\$6,976,992

HOSPITALITY TAX - EXPENDITURES

Expenditures appropriated July 1, 2013 as amended:	\$6,876,992
For Edventure – Next Generation Exhibit Capital:	<u>\$ 100,000</u>
Total Hospitality Tax Expenditures as Amended:	\$6,976,992

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2012.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

ATTEST THIS THE ____ DAY

OF _____, 2013

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

First Reading:
Second Reading:
Public Hearing:
Third Reading:

Richland County Council Request of Action

Subject

- a. Bagging of Yard Debris in Solid Waste Collection Service Areas 2 and 6 [**PAGES 242-248**]
- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 12, Garbage, Trash and Refuse; Article I, In General; and Article II, Collection and Disposal; Section 12-12, Definitions, and Section 12-16, Conditions for Residential and Small Business Solid Waste Collection-Yard Trash and Other Household Articles; so as to remove reference to "Franchise" and so as to require trash to be bagged in a phased-in manner [**FIRST READING**] [**PAGES 249-253**]

Notes

July 23, 2013 - The Committee unanimously approved the recommendation that Council approve alternative yard debris management protocol that reduces the burden on the citizen with the adoption of the following addendum (provided in part herein): "Special services for YARD WASTE shall be provided to any household in where no occupant is capable of containerizing and/or bagging yard waste. 'Therefore, households who for medical reasons cannot bag or containerize their yard debris may be granted a variance from bagging and bundling. Resident may also be eligible to receive a large roll cart for yard waste use if they provide a written medical excuse from a licensed South Carolina doctor stating the citizen is not physically able to bag their yard waste. The county may require reimbursement for the actual cost of the yard waste roll cart. The Contacting Officer's Representative shall make the determination if this special service is justified.' Additionally, staff was directed to identify storm drainage areas and non-storm drainage areas that currently exist in the county prior to the first Council meeting in September 2013.

September 10, 2013 - A motion was unanimously approved to defer to the September 24, 2013 D&S Committee meeting.

Richland County Council Request of Action

Subject: Bagging Yard Debris in Solid Waste Collection Service Areas 2 and 6 Update

A. Purpose

“Review the ordinance on trash bagging on yard waste. Early results from constituents are the cost of purchasing trash bags is costly and the additional physical work for some residents bagging the leaves is problematic” [JACKSON].

B. Background / Discussion

- Hauler contracts for Collection Service Areas 2 and 6 were scheduled to expire December 31, 2012.
- Administration under the direction of Council negotiated new hauler contracts with the existing service providers during the summer and fall of 2012. Waste Industries has Area 2 and Advanced Disposal has Area 6.
- A portion of the negotiation related to yard debris.
- The negotiated price per household was based on yard debris being bagged.
- The new contracts came into force January 1, 2013.
- Removing the contract provision for bagging yard debris would require agreement from the haulers to renegotiate their standing contracts
- These contracts affected about 19,000 households.
- Solid Waste staff has been to numerous community meetings since the bagging requirement went into effect. The positive comments have been equal to or greater than the negative comments with regard to bagging.
- The total number of complaints for bagging that Solid Waste staff has encountered is now estimated to be 1%.
- The D&S Committee discussed this matter during their April 23rd meeting. The Committee requested that the matter be further evaluated by staff and a potential alternative be brought back to Committee.
- The D&S Committee discussed this matter again during their July 23rd meeting. According to the published minutes the Committee unanimously approved the recommendation that Council approve alternative yard debris management protocol that reduces the burden on the citizen with the adoption of the following addendum:

“Special services for YARD WASTE shall be provided to any household in where no occupant is capable of containerizing and/or bagging yard waste. ‘Therefore, households who for medical reasons cannot bag or containerize their yard debris may be granted a variance from bagging and bundling. Resident may also be eligible to receive a large roll cart for yard waste use if they provide a written medical excuse from a licensed South Carolina doctor stating the citizen is not physically able to bag their yard waste. The county may require reimbursement for the actual cost of the yard waste roll cart. The Contacting Officer’s Representative shall make the determination if this special service is justified.’

Additionally, staff was directed to identify storm drainage areas and non-storm drainage areas that currently exist in the county prior to the first Council meeting in September 2013.

On September 10, 2013, Council unanimously approved deferring and returning the item to the September 24, 2013 D&S Committee for further discussion and consideration.

C. Legislative / Chronological History

- The contract for Areas 2 was executed September 5, 2012
- The contract for Area 6 was executed October 31, 2012

D. Financial Impact

The financial is dependent upon:

- Whether the haulers for Areas 2 and 6 agree to renegotiate the new 5-year contracts.
- The change in the per-household rate negotiated with a new contract should the haulers agree to renegotiate. The estimated increased costs for removing the bagging provision is attached - see Exhibit A.

Implementing the alternative yard debris procedure per the recommended addendum would have no impact on the monthly household contract hauler fee.

E. Alternatives

1. Leave the existing contracts in place which require bagging yard debris (containerizing is acceptable).
2. Attempt to renegotiate the 2 hauling contracts to remove the bagging of yard debris provision with the expectation that if renegotiated the curbside rate per household would increase.
3. Accept the alternative yard debris management protocol that reduces the burden on the citizen and can be accommodated within the terms of the existing hauler contracts for Service Areas 2 and 6 as defined in the proposed addendum.

F. Recommendation

Based on the factors discussed herein it is recommended that we keep the bagging provision in place and approve the proposed addendum below which removes the bundling provision and provides a waiver from bagging where citizens have legitimate medical issues. The hauler contracts would not have to be renegotiated, the contractual costs to the county would remain the same, the additional level of service would remain and the favorable impact to the environment could be realized.

Discussion:

Note that approximately 19,000 households are covered by the two new hauling contracts which have a bagging provision. A very small percentage of those affected have voiced a complaint to the Solid Waste Department. Also note that the bagging provision is actually an enhanced level of service in that the hauler must pick up all the yard debris placed at curbside instead of 2 roll cart volumes as was the case under the old contracts.

Per Council's request, Solid Waste staff investigated the feasibility of providing a different level of service (no bagging) to the rural areas of the county where there are no underground stormwater management systems. County Stormwater Department and GIS staff were engaged in the discussion. We determined that we have no reasonable way to define those areas at this time. And the consensus was it would be both time consuming and expensive to delineate the county in such a manner. Those discussions also led to the conclusion that the potential adverse impact to stormwater was just as significant in the rural areas as anywhere else. Considering the aforementioned facts we would not recommend approaching yard debris management from the stormwater management perspective.

To provide more information on the potential financial impact to the Solid Waste Department budget we asked Waste Industries and Advanced Disposal to submit estimated increased contractual costs under two scenarios. Scenario 1, collect two roll cart volumes of loose yard debris per week and Scenario 2, collect all loose yard debris each week piled at curbside. Both haulers submitted estimated increased cost both Scenario 1 and Scenario 2. The data was tabulated for Council's review - See Exhibit A. The data shown for the other haulers and service areas was derived by averaging and extrapolation. The data suggests that the increased costs to the county would range from \$1.6M for Scenario 1 to \$2.6M for Scenario 2. Our conclusion is that the county cannot absorb the potential additional cost without increasing the solid waste fee in the near future.

In an effort to better meet the special needs of the citizens and to avoid renegotiating the hauler contract for Service Areas 2 & 6, Advanced Disposal, Waste Industries and the Solid Waste staff propose the following addendum to both hauler contracts:

Yard Debris Addendum

- A. Special services for YARD DEBRIS shall be provided to any household where no occupant is capable of containerizing and/or bagging yard debris. Therefore, households who for medical reasons cannot bag or containerize their yard debris may be granted a variance from bagging. Residents may also be eligible to receive a large roll cart for yard debris use if they provide a written medical excuse from a licensed South Carolina doctor stating the citizen is not physically able to bag their yard debris. The county may require reimbursement for the actual cost of the yard debris roll cart. The Contacting Officer's Representative shall make the determination if this special service is justified.***

The Solid Waste Collection Office shall notify in writing any Contractor of those addresses for which special services have been approved. Un-containerized or Un-bagged yard debris shall be placed curbside and collection provided on a once-a-week basis with the collection made on the regular day of collection as designated. The maximum amount of loose yard debris to be collected by the contractor is 2 hopper loads; the equivalent of 2 - large roll carts. All efforts shall be made by the Solid Waste Collection Department to limit the total

number of households serviced in this manner. The Solid Waste Department will track the variances granted.

B. The bundling provision shall be waived for all households.

C. Households may also make appointments for the collection of semi-annual or annual yard clean-ups. Yard debris collected during scheduled appointments does not need to be containerized and cannot be mixed with any other type materials.

Recommended by: Rudy Curtis

Department: Solid Waste

Date: July 1, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 9/19/13

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation:

This is a policy decision for Council on the level of service to be provided. Next steps associated with the two current contracts (area 2 & 6) would be determined once the desired level of service to be provided is approved. The remaining contracts would need to be addressed during future contract negotiations. Three areas (5a, 5b, 7) will end December 2013 and three areas (1, 3, 4) will end December 2014.

Based on the data provided, alternative 1, 2 or 3 could be approved and not require an increase to the Solid Waste fee for the remainder of FY14. Approval of alternative 2 or 3 would not require an increase in the fee for FY14 but may require an increase in future years as the additional incremental cost is added. The fee would be evaluated and recommendations provided during the normal annual budget process. This only relates to this service and does not include normal increases due to the hauler cost of providing the service, changes in service level or anticipated contract negotiations.

Legal

Reviewed by: Elizabeth McLean

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Warren Harley

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Staff also recommends a proposed ordinance that amends Chapter 12 of our Code of Ordinances. The ordinance amends definitions and adds a section that makes the bagging requirement consistent with what we are requiring in the current Collection Services

Agreements. Staff recommends a two year phased-in approach. For existing Service Areas 2 and 6 the ordinance will immediately go into effect upon passage. Service Areas 5A, 5B and 7 would become effective January 1, 2014. The remaining services areas 1, 3 and 4 would become effective January 1, 2015. This proposed ordinance is attached as Exhibit B.

Exhibit A

Yard Waste Management - Increased Cost Analysis (Estimated)

Hauler / Service Area	# Of Households Served	Rate/Household/Month (p/h/m)	Projected Increase Cost p/h/m - Loose - 2 Roll Cart Quantity	Projected Increase Cost p/h/m - Loose - Unlimited Quantity	Annual Increase Cost - 2 Roll Carts Loose	Annual Increase Cost - Unlimited Loose	5-Year Contract Increased Cost - 2 Roll Carts Loose	5-Year Increased Cost - Unlimited Loose
Allwaste - Area 1	16,240	\$16.42	\$1.61	2.55	\$313,757	\$498,944	\$1,568,784	\$2,484,720
Ascot - Back Yard	429	\$41.05	\$1.61	2.55	\$8,288	\$13,127	\$41,441	\$65,637
Waste Industries - Area 2	8,885	\$14.89	\$1.28	2.78	\$136,474	\$286,404	\$682,368	\$1,482,076
Cobblestone - Back Yard	106	\$28.09	\$1.28	2.78	\$1,628	\$3,536	\$8,141	\$17,681
Advanced - Area 3	13,883	\$16.53	\$1.94	2.31	\$323,196	\$384,837	\$1,615,981	\$1,924,184
Waste Industries - Area 4	15,883	\$16.60	\$1.28	2.78	\$243,963	\$529,857	\$1,219,814	\$2,649,284
Spring Valley - Back Yard	1,107	\$41.50	\$1.28	2.78	\$17,004	\$36,930	\$85,018	\$184,648
Woodlake - Back Yard	362	\$41.50	\$1.28	2.78	\$5,868	\$12,744	\$29,338	\$63,718
Ard - Area 5A	7,986	\$14.83	\$1.61	2.55	\$154,290	\$244,372	\$771,448	\$1,221,858
Wildewood - Back Yard	1,551	\$37.08	\$1.61	2.55	\$29,965	\$47,461	\$149,827	\$237,303
Johnson - Area 5B	1,728	\$16.38	\$1.61	2.55	\$33,385	\$52,877	\$166,925	\$264,384
Advanced - Area 6	10,597	\$14.59	\$1.94	2.31	\$246,698	\$293,749	\$1,233,491	\$1,468,744
Johnson - Area 7	6,276	\$16.38	\$1.61	2.55	\$121,252	\$192,046	\$606,262	\$960,228
	85,053			Totals	\$1,635,767	\$2,604,881	\$8,178,838	\$13,024,406
September 10, 2013								

Advanced & Waste Industry provided the per household per month (p/h/m) cost highlighted in green. The other data highlighted in green was calculated using the supplied rate p/h/m.

WI Area 2 cost data was used for WI Area 4 estimates; AD Area 6 cost data was used for AD Area 3 estimates.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 12, GARBAGE, TRASH AND REFUSE; ARTICLE I, IN GENERAL; AND ARTICLE II, COLLECTION AND DISPOSAL; SECTION 12-12, DEFINITIONS, AND SECTION 12-16, CONDITIONS FOR RESIDENTIAL AND SMALL BUSINESS SOLID WASTE COLLECTION – YARD TRASH AND OTHER HOUSEHOLD ARTICLES; SO AS REMOVE REFERENCE TO “FRANCHISE” AND SO AS TO REQUIRE TRASH TO BE BAGGED IN A PHASED-IN MANNER.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE RICHLAND COUNTY COUNCIL:

SECTION I. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article I, In General; Section 12-1, Dumping Within Rights-of-Way Prohibited; is hereby amended to read as follows:

Sec. 12-1. Dumping within rights-of-way prohibited.

It shall be unlawful for any person to dump, throw, drop, leave, or in any way deposit any garbage, ashes, rubbish, paper, trash, litter, refuse, building materials, glass bottles, glass or cans on any property belonging to another on or along any street, road, highway, curb, sidewalk, or public right-of-way, except as required by the authorized ~~and franchised~~ garbage collector for that district; nor shall any person throw or deposit any refuse in any stream or other body of water within the boundaries of the county.

SECTION II. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-12, Definitions; is hereby amended to delete the definition of “Garden and yard trash” and the definition of “Franchise collector” in their entireties and to include in the appropriate alphabetical order, the following definitions:

Brush: Bulky trimming and pruning waste generated from routine tree and shrubbery maintenance in the immediate area around a residential property or a small business. Brush does not include waste generated from the removal of a tree, as defined under Section 26-22 of Chapter 26.

Roll cart: ~~Garbage e~~Containers, mounted on wheels, which are issued to citizens by the county. Containers are used to store recyclables or garbage solid waste between collections by ~~franchise collectors~~ contractors.

Trash: Unless specifically provided to the contrary, shall include and mean household trash ~~and garden, yard debris, and~~ yard trash waste, and brush, as defined herein.

Yard debris: Grass clippings, loose leaves, loose pine straw, and/or small clippings generated from routine landscape maintenance in the immediate area around a residential property or a small business.

Yard waste: Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine landscape maintenance in the immediate area around a residential property or a small business, which are not easily bagged or containerized.

SECTION III. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-14, General Conditions for Granting Contracts for Residential and Small Business Solid Waste Collection; Subsection (b); Paragraph (3) is hereby amended to read as follows:

- (3) A lone bid or proposal for a specific service area shall not warrant automatic award of the ~~franchise~~ contract to the lone bidder or proposer.

SECTION IV. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-14, General Conditions for Granting Contracts for Residential and Small Business Solid Waste Collection; Subsection (b); Paragraph (7); Subparagraph b. is hereby amended to read as follows:

- b. In the event that a contractor is a partnership, corporation, or entity other than an individual, and such contractor anticipates a sale or transfer of the ownership and/or management of the business to a third party, then the county administrator shall, at his discretion, give written approval or denial of the assignment of the contractor's contract rights ~~under the contractor's franchise~~ to the third party. Written approval of the county administrator shall be obtained prior to the third party's assumption of the contractor's duties in the service area.

SECTION V. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-14, General Conditions for Granting Contracts for Residential and Small Business Solid Waste Collection; Subsection (f); is hereby amended to read as follows:

(f) All bonds, insurance and other contractual obligations shall be adhered to by all contractors. Such contract requirements shall be reviewed and/or evaluated on a routine basis, and if, at any time, a collector is found to be in violation of any contract requirement, the collector shall be given fifteen (15) days to correct the violation. Should the collector fail to show compliance with the contract after the fifteen-day grace period, he or she shall automatically forfeit his or her ~~franchise~~ contract.

SECTION VI. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-14, General Conditions for Granting Contracts for Residential and Small Business Solid Waste Collection; Subsection (i); is hereby amended to read as follows:

- (i) Contracts ~~with the franchise~~ shall be for a period not to exceed five (5) years.

SECTION VII. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-15, Conditions for Residential and Small Business Solid Waste Collection – Garbage; Subsection (a); is hereby amended to read as follows:

- (a) ~~Garbage~~ Recyclables and solid waste shall be collected only by collectors who ~~are franchised by~~ have a contract with the county.

SECTION VIII. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-15, Conditions for Residential and Small Business Solid Waste Collection – Garbage; Subsection (b); Paragraph (2); is hereby amended to read as follows:

- (2) A small business may request up to two (2) county-issued roll-carts for use in scheduled solid waste collection by the ~~franchise collector~~ contractor. The roll carts remain the property of the county for use by the small business to which they are issued. Anyone who damages a roll cart that is issued to them shall pay for repairing the carts or purchase replacement carts from the county. Carts that are damaged through normal use as a result of being emptied by contractors will be repaired at county's expense. Collection will be suspended at any location at which a roll cart is missing or at which a roll cart is damaged to such an extent as to interfere with normal collection methods.

SECTION IX. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-16, Conditions for Residential and Small Business Solid Waste Collection – Yard Trash and Other Household Articles; is hereby amended to read as follows:

Sec. 12-16. Conditions for residential and small business solid waste collection – Yard trash debris, yard waste, brush, and other household articles.

- (a) Refuse shall be collected only by contractors who ~~are franchised by the county~~ have entered into a contract with the county to perform solid waste collection.

(b) Yard ~~trash~~ debris, yard waste, brush, and other household articles shall be collected in the entire unincorporated portion of the county ~~under~~ with the following ~~conditions~~ provisions:

- (1) Yard ~~trash~~ debris, which is including all bagged or ~~boxed trash and containerized up to~~ the equivalent of two (2) roll carts ~~of loose trash,~~ and placed at curbside of the nearest public road, shall be collected once each week. ~~This article does not intend to require that yard trash be bagged, boxed or bundles; however, such practice will be encouraged. Richland County requires that all yard debris must be bagged or~~

containerized. This requirement will be phased in across Richland County as follows:

- a. Service Areas 2 and 6, as referenced in Collection Services agreements that took effect on January 1, 2013 and are on file with the Richland County Procurement Office, must bag or containerize all yard debris as of this date; and
 - b. Service Areas 5A, 5B, and 7 must bag or containerize all yard debris as of January 1, 2014; and
 - c. Service Areas 1, 3, and 4 must bag or containerize all yard debris as of January 1, 2015.
- (2) ~~Yard trash waste, which does not exceed four (4) inches in diameter, shall be cut in lengths not exceeding four (4) feet and shall be stacked in a compact pile in front of the residential property or small business, adjacent to the curb; provided that such piles shall not extend into the street. and other household/business articles not suitable for placement in a roll cart, plastic bag or trash container sack may be placed for collection as follows:~~
- a. ~~Tree branches and heavy brush which do not exceed four (4) inches in diameter shall be cut in lengths not exceeding four (4) feet in length and stacked in a compact pile in front of the residence adjacent to the curb, but such piles shall not extend into the streets;~~
 - b. ~~Sticks, hedge clippings, small brush and leaves shall be placed in neat piles at curbside.~~
- (3) ~~Within~~ During one (1) week of each month, contractors shall remove all household/business furnishings, appliances, large yard toys and other large household/business articles, when placed in front of the residence or business at the nearest public road. All large appliances shall have doors removed prior to placement at the curb. Provided, however, pick-up of these items shall change to “by appointment only” once the phased in schedules of the service areas described in subparagraphs 1.a., b., and c., above, become effective.
- (4) Brush shall be picked-up “by appointment only” once the phased in schedules of the service areas described in subparagraphs 1.a., b., and c., above, become effective.

SECTION X. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION XI. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION XII. Effective Date. This ordinance shall be enforced from and after _____, 2013.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE _____ DAY

OF _____, 2013

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only
No Opinion Rendered As To Content

First Reading:
Public Hearing:
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

Closing Unlicensed Businesses [**PAGES 254-258**]

Memo

To: Sparty Hammett, Assistant County Administrator
From: Geonard H. Price, Deputy Planning Director/Zoning Administrator
Date: 19 September 2013
Re: Bars, Clubs and Restaurant Inspections

Per the motion of Councilman Jackson, an inspection was performed by the Richland County Planning Department to determine whether businesses categorized as bars, clubs, or restaurants were operating accordingly. The list of inspected businesses was comprised of seventy-one (71) “known drinking” establishments, as identified by the Richland County Business Service Center (BSC). Staff inspected fifty-two (52) of the 71 businesses and determined the following:

- 28 are operating as bars, clubs, lounges and other drinking places where the primary operation was for the sale and immediate consumption of alcoholic beverages.
- 6 are operating as restaurants where the patrons were seated, orders were taken and served, and payment was presented after eating.
- 7 are no longer in operation.
- 1 is determined to be a Sexually Oriented Business.
- 1 is operating as an event hall.
- 1 is operating as a billiard parlor.
- 8 will require a re-inspection to determine the exact type of operation of the business.
- 19 were not inspected. It was determined that the assistance of the Richland County Sheriff’s Department would be needed during the inspection. Staff will perform the inspection at a later time.

BARS, CLUBS AND RESTAURANTS INSPECTIONS

<u>BUSINESS NAME</u>	<u>DBA</u>	<u>LICENSE YEAR</u>	<u>LICENCE NUMBER</u>	<u>ADDRESS</u>	<u>SUITE/UNIT</u>
Al Tran Nguyen Martinez	Taps Bar & Grill	2013	2013-37568-36694	04 Columbia Northeast Dr Columbia SC 2922	Suite B
Anglers South Inc		2013	2013-43158-42278	1620 Dutch Fork Rd Irmo SC 29063	
Barb's Hideaway, Inc		2013	2013-6046-5198	3860 Leesburg Rd Hopkins SC 29061	
Beth's East Room		2013	2013-13203-12355	3315 Broad River Rd Columbia SC 29210	
BJAM LLC	Gator's	2013	2013-44283-43365	5004 Bluff Rd Columbia SC 29209	
Blue Willow Group Inc	Crush Nightlife	2012	2012-44648-43715	3722 River Dr Columbia SC 29201	
C. R. Station House		2013	2013-29771-28923	10299 Two Notch Rd Columbia SC 29229	Suite B
Cactus Inn Lounge		2012	2012-1276-428	7349 Garners Ferry Rd Columbia SC 29209	
Coetzee Enterprises LLC	Kwagga Sports Pub and Restaurant	2013	2013-46132-45172	108 Columbia NE Dr Columbia SC 29223	
Comedy House		2013	2013-34913-34040	2768 Decker Blvd Columbia SC 29206	Suite 100
Fat Poodle Enterprises, Inc.	Three Whiskey Tavern	2013	2013-39282-38418	200 Zimalcrest Dr Columbia SC 29210	
Fu-huk, Inc.	Sunset, Posh	2013	2013-32496-31573	6525 Two Notch Rd Columbia SC 29223	Unit B
G & J Sports Lounge		2013	2013-1816-968	134 Jackson Rd Gadsden SC 29052	
Green House		2012	2012-44582-43649	7339 Parklane Rd Columbia SC 29223	
Hot Rodz II Sports Bar		2013	2013-42513-41647	5480 Bluff Rd Columbia SC 29209	Unit B
JEANNIE'S		2006	2006-19949-19101	6045 Bluff Rd Hopkins SC 29061	
KELLY'S PUB		2012	2012-6931-6083	1236 Piney Grove Rd Columbia SC 29210	
KYMC Entertainment Inc.	Decker Billiards	2013	2013-45319-44369	1803 Decker Blvd Columbia SC 29206	
L&M Enterprise Solutions, LLC	360 Sports Grill, Apple Bottoms Sports Bar & Grill	2012	2012-2235-1387	826 Bush River Rd Columbia SC 29210	
Latinos Sports Bar & Grill, Inc.		2013	2013-40842-40002	2401 Percival Rd Columbia SC 29223	
McCords Social Club		2012	2012-44926-43980	3500 McCords Ferry Rd Eastover SC 29044	
Mi Casita Sports Bar & Lounge		2013	2013-30895-30045	2205 Decker Blvd Columbia SC 29206	
Mirrors Lounge		2012	2012-34534-33664	442 Percival Rd Columbia SC 29206	
Moon Light Bar and Grill Lounge, LLC	Unique Bar & Grill	2013	2013-38252-37396	5511 Two Notch Rd Columbia SC 29204	
More Than Black Olives / Pinebelt of Columbia	Colors, Vole, Ego, Bada Bing	2011	2011-2857-2009	3717 Pinebelt Rd Columbia SC 29204	
Ms. Scotto's		2013	2013-44552-43622	8712 Two Notch Rd Columbia SC 29223	Suite A
Murphy and Brown, LLC	TJ's/ Club Envy/Taj Mahal/XO/Phenom	2013	2013-36268-35434	2700 Broad River Rd Columbia SC 29210	Unit A & B
Najasun, Inc.	Elements	2011	2011-31293-30429	201 Columbia Mall Blvd Columbia SC 29223	Unit 221
PBJ's Pub and Grill		2013	2013-39800-38938	1000 Marina Rd Irmo SC 29063	Suite G & H
R & R Lounge, LLC		2013	2013-19279-18431	1709 Decker Blvd Columbia SC 29206	
Rabit, LLC	The Loose Cockaboose	2013	2013-34154-33289	936 S. Stadium Rd Columbia SC 29201	
Sejwad VI, LLC	Holiday Inn Northeast	2008	2008-31553-30689	8105 Two Notch Rd Columbia SC 29223	
Serenity		2013	2013-43542-42633	301 Rice Meadow Way Columbia SC 29229	Unit 7

Sidepockets, LLC		2013	2013-23931-23083	720 Hazelwood Rd Columbia SC 29209
Terrio's Lounge		2012	2012-43844-42931	3210 Leesburg Rd Columbia SC 29209
The Friends Club II Inc		2013	2013-44994-44046	10320 Farrow Rd Blythewood SC 29016 Suite A
The Rack Room		2013	2013-45452-44492	7751 Fairfield Rd Columbia SC 29203
The Roc		2011	2011-37362-36490	7034 Two Notch Rd Columbia SC 29223
Toney Lowman	Toney's Party Shop & Lounge	2013	2013-4658-3810	2214 Congaree Rd Eastover SC 29044
Jaco's, Inc.				638 Bluff Rd.
Baker's Sports Pub & Grille		2013	2013-42017-41165	7167 Two Notch Rd Columbia SC 29223
D M Restaurant, Inc.	McCary's Sports Bar	2013	2013-34438-33566	851 Bush River Rd Columbia SC 29210
Exclusive Bar N Grill		2013	2013-38744-37888	1004 Zimalcrest Rd Columbia SC 29210
Four Broke Guys	Cletus' Roadside Grille	2013	2013-45079-44134	11210 Broad River Rd
Guru Ten LLC	Lucky Seven Sports Hall	2013	2013-45026-44081	7815 Bluff Rd Gadsden SC 29801
Gwanzoe Corp.	Winners	2013	2013-41305-40457	3106 Broad River Rd Columbia SC 29210
Icy's, Inc	Polliwogs	2013	2013-41976-41125	1005 Two Notch Rd Columbia SC 29223
J & J's Neighborhood Grill & Pub		2012	2012-41326-40478	11325 Garners Ferry Rd Eastover SC 29044
JD's Place		2013	2013-22865-22017	7727 Bluff Rd Gadsden SC 29052
Jed's Place		2013	2013-16829-15981	1725 Pineview Dr Columbia SC 29209
Las Palmas		2013	2013-41258-40412	1715 Percival Rd Columbia SC 29223
Lucid Dreams LLC	Vivid Restaurant	2013	2013-44650-43717	10 Columbia Northeast Dr Columbia SC 29223
Mint Julep LLC	Mint Julep Bistro & Lounge	2012	2012-44212-43299	120 Sparkleberry Crossing Columbia SC 29229
Montego Bay Bar & Grille		2013	2013-41477-40628	7314 Parklane Rd Columbia SC 29229
SA Sports Group LLC	Caprioska	2013	2013-40026-39173	7001 Parklane Rd
TAINOS CARIBBEAN CUISINE & BAR				4545 BROAD RIVER RD,COLUMBIA, SC
Clubfetish	Icon Ultra Lounge & Night Club	2013	2013-40183-39334	8605 Two Notch Rd Columbia SC 29223
DARREL'S PLACE		2007	2007-6854-6006	1727 PERCIVAL Rd COLUMBIA SC 29223
Hazelwood Party Shop Inc		2013	2013-17007-16159	743 Hazelwood Rd Columbia SC 29209 Suite B
Hill Top Club	Gossip of NE	2013	2013-33914-33039	10961 Two Notch Rd Elgin SC 29045
Ladies Choice	El Corona	2013	2013-28961-28113	1745 Decker Blvd Columbia SC 29223
MKL, Inc.	Bananas	2013	2013-33366-32450	1723 Decker Blvd Columbia SC 29206
Off The Rail		2013	2013-43709-42795	10295 Two Notch Rd Columbia SC 29229
Pam's Front Porch		2013	2013-43374-42477	7332 Parklane Rd Columbia SC 29223
Ray's Place		2013	2013-22892-22044	1660 Dutch Fork Rd Ballentine SC 29063
Sideburns				1006 Idlewilde Blvd Columbia SC 29201 Suite B
The Climax Night Club, Inc.	Club Climax			3500 McCords Ferry Rd Eastover SC 29044
The Foxhole		2013	2013-15836-14988	1119 Percival Rd Columbia SC 29223
The Friends Club, Inc.		2013	2013-34195-33330	2768 Decker Blvd Columbia SC 29223 Suites E & F
Un Besito Social Club		2013	2013-40115-39265	301 Percival Rd Columbia SC 29206 Suite A

	Restaurant	6
	Closed	7
	Will re-inspect to determine use	8
	SOB	1
	Event Hall	1
	Not inspected - Sheriff's Dept may be neede	19
	Pool Hall	<u>1</u>
	TOTAL BUSINESSES	71

Richland County Council Request of Action

Subject

Richland County Community Garden Program [**PAGES 259-262**]

Richland County Council Request of Action

Subject: Richland County Community Garden Program

A. Purpose

Richland County Council requests staff to determine the feasibility of implementing a Richland County Community Garden Program as a part of the Richland County Healthy Lifestyle Initiative.

B. Background / Discussion

Councilwoman Dixon made the following motion at the September 10, 2013 Council meeting:

“To implement Richland County Community Gardens as a part of the Richland County Healthy Lifestyle Initiative and to be housed with NIP to promote partnerships with neighborhoods and communities. Support from other County Departments is important for sustainability.”

Staff will develop a formal program to determine the best management practices for the following:

- 1) Identifying partnerships with neighborhoods, schools, community organizations, and local agencies and businesses.
- 2) Establishing site criteria and land availability.
- 3) Establishing rules for community use of gardens.
- 4) Determining infrastructure requirements and costs.
- 5) Planning for ongoing maintenance costs.
- 6) Identifying department/staff resources needed.
- 7) Determining the feasibility for implementation (grants, special projects, etc.).
- 8) Considering liability insurance recommendations.

Local government leaders are in a unique position to promote healthy eating and active living in their communities through community gardens. Community gardens are places where neighbors can gather to cultivate plants, vegetables and fruits. Such gardens can improve nutrition, physical activity, community engagement, safety and economic vitality for a neighborhood and its residents. Community gardens expose young people to food systems and nature and act as an educational tool for skill development.

Barriers, such as liability expenses, code restrictions and a lack of resources, which often make it difficult for communities to establish or maintain gardens in their neighborhoods, can be overcome with a Community Garden Program.

If approved, program requirements for creating a Community Garden Program will be identified, including financial, staff, and infrastructure requirements and will be presented to Council for review and approval.

C. Legislative / Chronological History

This is a council-initiated request; therefore, there is no legislative history.

D. Financial Impact

There is no initial financial impact associated with developing a program outline for a Community Garden Program; however, the program itself will require staff resources and a funding source for ongoing maintenance costs associated with the program. Therefore, at the direction of Council, a cost determination for this project will be determined at a later date.

E. Alternatives

1. Approve the request to develop a Richland County Community Garden Program.
2. Do not approve the request to develop a Richland County Community Garden Program.

F. Recommendation

It is recommended Council approve the request to pursue the development of a Richland County Community Garden Program.

Recommended by: Councilwoman Dixon Department: County Council Date: 9/10/13

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 9/16/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommend approval in concept the program research and development however would encourage the County to identify the budget requirement and source of funds prior to implementation

Conservation

Reviewed by: James Atkins

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommend approval of an effort to study the development of a Community Garden Program in Richland County. Guidance on establishing Community Gardens is currently available from the Clemson Extension Service. In addition, the Richland Soil and Water Conservation District currently assists with school garden programs and also works cooperatively with USC, Clemson and the USDA-NRCS to promote local and sustainable agricultural production, including Community Gardens. Funding for the program and staff resources from various departments will need to be determined. I recommend Council consider implementing this effort as a grant program.

Planning

Reviewed by: Tracy Hegler

Date: 9/16/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Planning concurs with the Conservation Director’s recommendations. The Planning Department supports the development of a Community Garden Program, but given the technical nature of community gardens, existing resources in other departments (noted

above) and limited staffing/funding resources, Planning - NIP may not be the best choice for management of such a program. I recommend staff more thoroughly research the technical logistics of a community garden program and the most appropriate options for funding and staffing, prior to presenting those options to Council for consideration.

Legal

Reviewed by: Elizabeth McLean

Date: 9/16/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Sparty Hammett

Date: 9/18/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval to direct staff to develop program requirements for creating a Community Garden Program. The program requirements will include financial, staff, and infrastructure needs and will be presented to Council for review and approval.

Richland County Council Request of Action

Subject

Contract Award: Engineering Design Services for the Lower Richland Sanitary Sewer Project **[PAGES 263-269]**

Richland County Council Request of Action

Subject: Contract Award: Engineering Design Services
for the Lower Richland Sanitary Sewer Project

A. Purpose

The purpose of this report is to request County Council's approval for the award of the engineering design and construction period services contract to Joel E. Wood & Associates for the Lower Richland Sanitary Sewer Project in the amount of \$862,900.00.

B. Background / Discussion

Richland County Council approved the funding plan and authorized staff to proceed with the development of the Lower Richland Sanitary Sewer Project on February 19, 2013. Richland County Procurement advertised and received responses to a Request for Proposals from previously qualified engineering firms.

Eight (8) Engineering firms submitted proposals to provide the design and construction period service. Those firms were:

1. HGB&D
2. Dennis Corporation
3. URS
4. Davis and Floyd
5. Florence and Hutchenson (ICA)
6. Genesis
7. American Engineering
8. Joel E. Wood & Associates

An evaluation committee reviewed all proposals and ranked firms based on the content of their proposals. The top three firms were invited to make verbal presentations to the evaluation committee. Upon completion of the presentations the evaluation committee ranked the top three firms as follows:

1. Joel E. Wood & Associates
2. Florence and Hutchenson (ICA)
3. URS

Joel E. Wood & Associates was ranked the highest by the evaluation committee. This firm has been certified as a Small Business Enterprise (SBE) which will assist the County in meeting their SBE requirements. Their project team also includes Minority, Woman Owned and Disadvantage Business Enterprise (MWDBE) which meet or exceed the MWDBE participation goal established by the County.

C. Legislative/Chronological History

- October 5, 2010 – Council approved project and Memorandum of Understanding (MOU) with the City of Columbia
- February 19, 2013 – Council approved the funding plan for the system
- May 8, 2013 – RFP was advertised

- June 21, 2013 – Proposals and Qualifications accepted
- July 26, 2013 – Evaluation Team scores returned to Procurement
- August 27, 2013 – Engineering Firm Presentations
- August 28, 2013 – Evaluation Committee final recommendation
- September 3, 2013 – Negotiated with Joel E. Wood on contract price

D. Financial Impact

This project is being funded by a combination of Rural Development, State Revolving Fund and customer tap fee revenue. County Council has accepted the “Letter of Conditions” which establishes the project budget and funding source. The budget and funding sources are as follows:

1. Project Budget – Funding from all sources has been budgeted for the estimated expenditures as follows

<u>Project Costs:</u>	
Construction	\$9,481,700
Legal Fees	25,000
Basic	\$587,900
Inspections	\$275,000
Engineering Fees (Total)	862,900
Land & Rights	92,000
City of Columbia Fees	845,600
Interest	682,300
Project Contingency	948,200
TOTALS	\$12,937,700

2. Project Funds – The project funding is planned in the form of a loan and grant from the following sources and amounts:

<u>Project Funding Source:</u>	<u>Funding Amount:</u>
RD Loan	\$9,359,000
RD Grant	\$2,279,800
Tap Fee/Applicant Contribution	\$ 723,900
Other Fund (SRF Loan)	\$ 575,000

Total Project Funding (All Sources): **\$12,937,700**

Rural Development establishes the rate at which they will fund the design and construction inspection services for this project. This rate is a percentage of the estimated construction cost and for this project it is 6.2% for design and 2.9% for construction inspection. The Rural Development Form RD 1942-19 provides this information and is attached as Attachment 1 for review.

The engineering fee negotiated with Joel E. Wood & Associates matches the fee established by Rural Development. A copy of his fee proposal is attached as Attachment 2 for review. No additional funds should be required.

E. Alternatives

1. Approve the award of a contract to Joel E. Wood & Associates in the amount of \$862,900.00.
2. Do not approve the contract award to Joel E. Wood & Associates and select another vendor.

F. Recommendation

It is recommended that County Council award the contract to Joel E. Wood & Associates in the amount of \$862,900.00.

Recommended by: Andy H. Metts Department: Utilities Date: 9/5/13

G. Reviews

Finance

Reviewed by Daniel Driggers: Date: 9/16/13
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Funding has been approved and is available as stated.

Procurement

Reviewed by: Rodolfo Callwood Date: 9/16/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 9/16/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Sparty Hammett Date: 9/17/13
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Form RD 1942-19
Attachment 1 (S.C.)
(Rev 12/01/03)

Fees for Professional Engineering Services As a Percentage of Net Construction Costs

Fees are to be adjusted to suit special conditions stated in the contract.

Table I ordinarily will apply to that portion of a construction project which is unusually complex because it included a water treatment plant, wastewater treatment plant, sewer lines, and rehabilitation of an existing facility. It covers preliminary engineering services, design and contract administration services.

Table II ordinarily will apply to all other work, including wells, water distributions systems, package pumping stations, package treatment plants and water storage tanks. It covers preliminary engineering services.

Table IR and IIR apply to resident inspections. The applicable percentages will be allowed for full-time resident inspection. Table IR will be used for complex (Table I) projects. Table IIR will be used for all other projects. Part-time resident inspection is to be used only when the complexity and scope does not require full-time inspection and requires Rural Development approval. Ninety-five percent (95%) of compensation for resident inspection will be payable periodically during the construction period. The final five percent (5%) will be payable upon final approval of the project by the owner and Rural Development.

TOTAL ACTUAL CONSTRUCTION COST	WWTP, SEWER, REHAB		WATER LINES, WELLS, TANKS, PS, ETC.	
	TABLE I	TABLE IR	TABLE II	TABLE IIR
	% FEE (DESIGN)	% FEE (INSPECTI ON)	% FEE (DESIGN)	% FEE (INSPECTION)
100,000	12.3	8.8	9.9	7.7
200,000	11.2	7.4	8.9	6.3
300,000	10.5	6.6	8.5	5.5
400,000	9.8	6.1	8.0	5.0
500,000	9.4	5.7	7.7	4.6
600,000	9.0	5.5	7.5	4.4
700,000	8.8	5.3	7.3	4.2
800,000	8.6	5.2	7.1	4.1
900,000	8.5	5.0	6.9	3.9
1,000,000	8.3	4.8	6.8	3.7
2,000,000	7.9	3.9	6.3	2.8
3,000,000	7.5	3.4	6.0	2.3
4,000,000	7.1	3.2	5.7	2.1
5,000,000	6.6	3.0	5.6	1.9
10,000,000	6.2	2.9	5.1	1.7
15,000,000	5.9	2.8	5.0	1.7

The fee for project cost falling between the figures shown on these Tables shall be interpolated to the nearest one-tenth of one percent. Compensation may be negotiated on a lump-sum basis for all projects less than \$100,000.

Additional costs for contract administration engineering services and resident inspection due to project not being completed on schedule will be items included in determining the amount of liquidated damages. Additional Engineering compensation for projects not finished on schedule shall be as calculated on the attached sheet.



JOEL E. WOOD & ASSOCIATES
PLANNING • ENGINEERING • MANAGEMENT

Main Office

2160 Filbert Highway
York, SC 29745

P.O. Box 296
Clover, SC 29710

Tel : (803) 684-3390
Fax : (803) 628-2891

August 29, 2013
Revised 9/3/13

Ms. Christy Swofford, CPPB
Assistant Director
Richland County Office of Procurement and Contracting
2020 Hampton Street, Suite 3064
Columbia, SC 29204-1002

**REF: LOWER RICHLAND SEWER SYSTEM PROJECT
RC-562-P-2013**

Kings Mountain, NC

104 N. Dilling St.
Kings Mountain, NC
28086

P.O. Box 296
Clover, SC 29710

Tel : (704) 739-2565
Fax : (704) 739-2565

Dear Ms. Swofford:

We appreciate the confidence Richland County has placed in our firm to provide services for the above referenced Project. We have familiarized ourselves with the Project Scope of Services, visited the Project Area, and have determined what we believe to be an accurate determination of the work effort required to complete the Project in accordance with the requirements established by RC-562-P-2013. We are certain that we can provide the services as defined by RC-562-P-2013 for the fees as shown below:

TASK A (Preliminary / Final Design)	\$588,440.00
TASK B (Bidding and Award)	\$ 14,620.00
TASK C (Office Mgmt. During Construction)	\$ 20,280.00
TASK D (Observation of Construction)	\$206,740.00
TASK E (As-Built Certification)	\$ 47,980.00
TASK F (Prepare and Submit NPDES Permit App)	<u>\$ 14,840.00</u>
TOTAL	\$862,900.00

A breakdown of each task showing the proposed manhours by employee classification and hourly rate is attached for your review. If you are in agreement with the fees as proposed, we will prepare a "Standard Form of Agreement Between Owner and Engineer for Professional Services - Funding Agency Edition" and submit to you for review. If another form of agreement is preferred by the County, please provide us with a copy of the document you would propose using.

We have selected Choa and Associates, Inc. as our MWDBE sub-consultant for this Project and they will provide surveying services for the Project. Their estimated fees by TASK are as follows:

A.5	\$150,780.00
A.6	\$ 15,000.00
D.4	\$ 34,580.00
E.4	<u>\$ 28,000.00</u>
TOTAL MWDBE PARTICIPATION	\$228,360.00

The above numbers are estimates and subject to change as the Project progresses. Any changes in fees or participants will be reported in accordance with Richland County Requirement. The MWDBE Participation is estimated to be 26.46% of the total fees. In addition, this percentage will qualify as local participation.

Again, thank you for our selection for this project and we look forward to continuing our working relationship with Richland County. Should you have any questions or need any additional information, please feel free to contact us.

Sincerely,

JOEL E. WOOD & ASSOCIATES, L. L. C.



Joel E. Wood, P. E.
Managing Partner

Enc.

Richland County Council Request of Action

Subject

Community Relations Council-1; there is one vacancy on this council

Bethany Human, June 30, 2014* (Resigned)

Richland County Council Request of Action

Subject

Hospitality Tax Committee-2; there is one more vacancy and one up coming vacancy on this committee

Dorothy A. Sumpter, October 4, 2013*
Robert Tunell, April 16, 2015 (Resigned)

* Eligible for re-appointment

Richland County Council Request of Action

Subject

Central Midlands Council of Governments-2; there are two upcoming vacancies on this council:

W. L. "Chip" Harriford, III, October 19, 2013*

Anthony "Tony" Mizzell, October 19, 2013*

* Eligible for re-appointment

Richland County Council Request of Action

Subject

Planning Commission-2; there will be two vacancies on this commission:

Kathleen McDaniels, November 17, 2013*

Olin Westbrook, November 17, 2013*

* Eligible for re-appointment

Richland County Council Request of Action

Subject

Request that the SCAC post the Rules, Regulations, and Bylaws on the SCAC website and that each County and/or County Chair should have the opportunity to make a recommendation to the board regarding their representative when vacancies become available and that the representative should be term limited **[DICKERSON]**

Richland County Council Request of Action

Subject

Amended agenda pages will be given a page/letter designation and only those pages will be Xeroxed for distribution. Example: If page 105 has a change for some reason the amended page will be assigned page 105a. This will eliminate the necessity of Xeroxing hundreds of additional pages of new agendas as well as eliminate the need for council members to change all of their notations on pages already reviewed. **[MALINOWSKI]**

Richland County Council Request of Action

Subject

Internal Audit Committee-Term Extension

Richland County Council Request of Action

Subject

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE:

- a. Meeting Update [**Information Only**]
- b. An Ordinance Amending the Fiscal Year 2013-2014 Transportation Tax Fund Budget to add one full time position [**FIRST READING**] [**PAGES 278-284**]

**RICHLAND COUNTY, SOUTH CAROLINA
CLASS DESCRIPTION
2013**

**CLASS TITLE: DEPUTY DIRECTOR OF TRANSPORTATION / PRECONSTRUCTION
PROJECT MANAGER**

ADMINISTRATION DEPARTMENT

GENERAL DESCRIPTION OF CLASS

The purpose of the class is to manage all new location, widening, intersection, and special projects within the County Penny Transportation Program at the direction of the Director of Transportation. This equates to approximately \$517 million in projects managed. This class shall also work with the Director of Transportation to execute Consultant scopes and contracts. This class has expertise and knowledge of transportation planning, engineering and design, and contract and project / program management, scheduling, cost estimating, right-of-way acquisitions, surveying, plan review and inspection; and performs related professional, administrative and supervisory work as required in support of all Transportation Penny items. This class provides in house project management from design to completion, and performs and/or supervises design work as necessary. This class plans, organizes and implements the aforementioned project types within major organizational policies. This position also serves as Director of Transportation as needed and in the Director's absence.

This position reports directly to the County Director of Transportation.

ESSENTIAL TASKS

The tasks listed below are those that represent the majority of the time spent working in this class. Management may assign additional tasks related to the type of work of the class as necessary.

Manages all new location, widening, intersection, and special projects within the County Penny Transportation Program, ensuring projects are completed appropriately, on time, and within budget.

Serves as the Director of Transportation as needed and in the Director's absence.

Understands DOT and County standard roadway design practices and procedures.

Understands permitting (environmental, land disturbance, etc)

Reviews consultant(s) design plans.

Administers contracts and provides in house project management from design to completion, and performs design work as necessary.

Manages and oversees the program management firm(s).

Coordinates the bidding process for projects.

Prepares scopes of work; reviews plans and specifications as submitted for compliance with established codes, ordinances and standards.

**CLASS TITLE: DEPUTY DIRECTOR OF TRANSPORTATION / PRECONSTRUCTION
PROJECT MANAGER**

Ensures compliance with applicable federal, state and local laws and regulations, County policies and procedures, and standards of quality and safety.

Directs and provides engineering expertise in the planning, design and project management of the construction of managed projects.

Develops and designs various solutions to engineering problems; seeks alternatives to designs and submits plans for approval.

Oversees the preparation of plans, specifications and contract documents for projects; develops and implements long-range resurfacing and paving plans and financing for Transportation Projects.

Processes change orders as appropriate.

Processes contractor pay requests.

Coordinates projects with local, state and federal agencies, as well as other County and municipal departments, contractors, developers, engineers, land surveyors, architects, attorneys, environmental agencies / special interest groups, and other parties as necessary.

Supervises subordinate supervisory and support staff, if applicable. Supervisory duties include instructing; assigning, reviewing and planning work of others; maintaining standards; coordinating activities; selecting new employees; acting on employee problems; approving employee discipline and discharge.

Reviews the work of subordinates for completeness and accuracy; evaluates and makes recommendations as appropriate; offers advice and assistance as needed.

Provides for adequate staff training and development opportunities.

Manages and oversees the project budgets; ensures effective and efficient use of budgeted funds, personnel, materials, facilities and time.

Assists with the preparation of applications and implementation of received state and federal funding opportunities (grants, TIGER, etc.).

Supervises and participates in the inspection of construction work in progress and at completion for compliance with established policies, procedures, regulations, codes, contracts, and standards of quality and safety.

Meets with County officials, residents and citizen groups to discuss and resolve problems related to the Transportation Penny program.

Prepares a variety of studies, reports and related information for decision-making purposes and as required by the County and regulatory agencies.

Attends and participates in County Council and Committee meetings.

Receives and responds to inquiries, concerns, complaints and requests for assistance regarding areas of responsibility.

Performs general administrative / clerical work as required, including but not limited to preparing reports and correspondence, copying and filing documents, entering and retrieving computer data, attending and conducting meetings, etc.

**CLASS TITLE: DEPUTY DIRECTOR OF TRANSPORTATION / PRECONSTRUCTION
PROJECT MANAGER**

Attends meetings, workshops, conferences, etc., as appropriate to maintain knowledge of current legislation, trends and technology in assigned areas of responsibility.

Prepares and updates status reports for PIO use in public education.

Staffs and/or assists Transportation Penny Advisory Committee.

INVOLVEMENT WITH DATA, PEOPLE, AND THINGS

DATA INVOLVEMENT:

Requires developing new approaches or methodologies to solve problems not previously encountered by analyzing, synthesizing or evaluating data or information using unconventional or untried methods.

PEOPLE INVOLVEMENT:

Requires negotiating, exchanging ideas, information, and opinions with others to formulate policy and programs or arrive jointly at decisions, conclusions, or solutions.

INVOLVEMENT WITH THINGS:

Requires establishing long-range plans and programs, identifying funding resources, allocating funds for and implementing long-range capital improvements, major construction projects, major equipment, rolling stock, and new technology systems which support goals and objectives of the organization.

COGNITIVE REQUIREMENTS

REASONING REQUIREMENTS:

Requires performing work involving the application of principles of logical thinking to diagnose or define problems, collect data and solve abstract problems with widespread unit or organizational impact.

MATHEMATICAL REQUIREMENTS:

Requires using mathematics involving the practical application of fractions, percentages, ratios and proportions; or measurements, logarithmic or geometric construction. May use algebraic solutions of equations and inequalities; descriptive statistics; deductive geometry, plane and solid, and rectangular coordinates; mathematical classifications or schemes.

LANGUAGE REQUIREMENTS:

Requires reading professional literature and technical manuals; speaking to groups of employees, other public and private groups; writing manuals and complex reports.

MENTAL REQUIREMENTS:

Requires using advanced professional-level work methods and practices in the analysis, coordination or interpretation of work of a professional, engineering, fiscal, legal, managerial or scientific nature and the ability for formulate important recommendations or make technical

**CLASS TITLE: DEPUTY DIRECTOR OF TRANSPORTATION / PRECONSTRUCTION
PROJECT MANAGER**

decisions that have an organization-wide impact. Requires sustained, intense concentration for accurate results and continuous exposure to sustained, unusual pressure.

VOCATIONAL/EDUCATIONAL AND EXPERIENCE PREPARATION

VOCATIONAL/EDUCATIONAL PREPARATION:

Requires Bachelor's degree in civil engineering, project management or a related field.

SPECIAL CERTIFICATIONS AND LICENSES:

Registered Professional Engineer in the State of South Carolina required.

Must possess a valid state driver's license.

EXPERIENCE REQUIREMENTS:

Requires a minimum of six years of relevant experience.

SCDOT experience preferred.

AMERICANS WITH DISABILITIES ACT REQUIREMENTS

PHYSICAL AND DEXTERITY REQUIREMENTS:

Requires light work that involves walking or standing some of the time and involves exerting up to 20 pounds of force on a recurring basis, or skill, adeptness and speed in the use of fingers, hands or limbs on repetitive operation of mechanical or electronic office or shop machines or tools within moderate tolerances or limits of accuracy.

ENVIRONMENTAL HAZARDS:

The job may risk exposure to bright/dim light, dusts and pollen, extreme noise levels, vibration, fumes and/or noxious odors, moving machinery, electrical shock, toxic/caustic chemicals.

SENSORY REQUIREMENTS:

The job requires normal visual acuity, depth perception, and field of vision, hearing and speaking abilities.

JUDGMENTS AND DECISIONS

JUDGMENTS AND DECISIONS:

Decision-making is primary to the job, affecting the organization, related organizations and major segments of the general population; works in an evolving environment with emerging knowledge and technologies, competing priorities, and changing politics. Responsible for long-range goals, planning and methodologies.

ADA COMPLIANCE

**CLASS TITLE: DEPUTY DIRECTOR OF TRANSPORTATION / PRECONSTRUCTION
PROJECT MANAGER**

Richland County is an Equal Opportunity Employer. ADA requires the County to provide reasonable accommodations to qualified individuals with disabilities. Prospective and current employees are invited to discuss accommodations.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. SR-03

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014
TRANSPORTATION TAX FUND BUDGET TO ADD ONE FULL TIME
POSITION.

Pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. Approve the addition of one full time position. No additional funding is appropriated. Therefore, the Fiscal Year 2013-2014 Transportation Tax Annual Budget is hereby amended as follows:

TRANSPORTATION TAX - REVENUE

Revenue appropriated July 1, 2013 as amended:	\$ 65,061,018
Appropriation of unassigned fund balance:	\$ _____ 0
Total Transportation Tax Revenue as Amended:	\$ 65,061,018

TRANSPORTATION TAX - EXPENDITURES

Expenditures appropriated July 1, 2013 as amended:	\$ 65,061,018
Deputy Director:	\$ _____ 0
Total Transportation Tax Expenditures as Amended:	\$ 65,061,018

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

SECTION III. Conflicting Ordinances Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2013.

RICHLAND COUNTY COUNCIL

BY: _____

ATTEST THIS THE ____ DAY

OF _____, 2013

Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

- First Reading:
- Second Reading:
- Public Hearing:
- Third Reading:

Richland County Council Request of Action

Subject

REPORT OF THE HOSPITALITY TAX REVIEW COMMITTEE:

- a. Recommend a percentage amount for allowable operating and maintenance expenditures. It was recommended that the County allow organizations that operate tourism facilities be allowed to use a portion of H-Tax funds for facility operations and maintenance as described in the State Statute. It was also recommended that the H-Tax Guidelines be revised to include specifically that H-Tax fund can be used for operation and maintenance of (a) tourism-related buildings, including, but not limited to, civic centers, coliseums, and aquariums and (b) tourism-related cultural, recreational, or historic facilities **[PAGES 288-291]**
- b. Adding New Ordinance Agencies: **[PAGE 292]**
 1. Township
 2. Renaissance Foundation
- c. Create a new funding category under Community Promotions to be titled "Special County Promotions". Place organizations that annually receive additional funding through the motion process out of the competitive cycle since Council is providing additional funding for these organizations every year. These organizations would receive basic funding each year at the previous FY level with any funding increases based on CPI. The following organizations will be placed: Olive Branch Network of South Carolina and South East Rural Community Outreach (SERCO) **[PAGES 293-294]**

RICHLAND COUNTY COUNCIL



HOSPITALITY TAX REVIEW COMMITTEE

Damon Jeter
District 3

Greg Pearce
District 6

Torrey Rush
District 7

Jim Manning
District 8

Norman Jackson
District 11

Tuesday, October 1, 2013

5:15 PM

Council Chambers

1. **Call to Order**

2. **Recommend a percentage amount for allowable operating and maintenance expenditures. It was recommended that the County allow organizations that operate tourism facilities be allowed to use a portion of H-Tax funds for facility operations and maintenance as described in the State Statute. It was also recommended that the H-Tax Guidelines be revised to include specifically that H-Tax funds can be used for operation and maintenance of (a) tourism-related buildings including, but not limited to, civic centers, coliseums, and aquariums and (b) tourism-related cultural, recreational, or historic facilities [PAGES 3-6]**

3. **Adding New Ordinance Agencies: [PAGE 7]**
 - a. **Township**

 - b. **Renaissance Foundation**

4. **Create a new funding category under Community Promotions to be titled "Special County Promotions". Place organizations that annually receive additional funding through the motions process out of the competitive cycle since Council is providing additional funding for these organizations every year. These organizations would receive base funding each year at the previous FY level with any funding increases based on CPI. The following organizations will be placed: Olive Branch Network of South Carolina and South East Rural Community Outreach (SERCO) [PAGES 8-9]**

RICHLAND COUNTY COUNCIL



HOSPITALITY TAX REVIEW COMMITTEE

5. Other Items

6. Schedule Next Meeting

7. Adjournment

****Special Accommodations & Interpreter Services****

Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at (803) 576-2045 no later than 24 hours prior to the scheduled meeting.



Memo

May 13, 2013

To: Richland County Council

From: Hospitality Tax Committee

RE: Recommendations for the Hospitality Tax County Promotions Grant Program

Please accept the following recommendations for the County Promotions grant program. After reviewing the applications and making funding recommendations for the FY14 budget year, the Committee offers the following:

- Increase the amount of funds allocated to the County Promotions (and therefore to the H-Tax Committee for awards) line item. In FY14, the H-Tax grant program received 43 applications requesting a combined \$2.1 million. However, the H-Tax Committee was only allocated \$321,650 to make recommendations against requests almost 6 times as large. (H-Tax Review Committee made no recommendation)
- Related, take organizations that annually receive additional funding through the motion process out of the competitive cycle as they are funded each year through a motion during the budget (e.g. SERCO, Sweet Potato Festival). The \$30,000+ funds in Committee recommendations allocated to these organizations could fund other organizations. Council motions and out of cycle funding for projects that have already gone through the grant process could have the unintended effect of undermining the grant process. (H-Tax Review Committee made no recommendation)
- Remove the 25/75% split rule where 25% of the funds are allocated for incorporated programs and 75% are allocated for unincorporated and regional tourism programs. This rule is difficult to work with and Council does not follow this rule when making budget motions. (H-Tax Review Committee made no recommendation)
 - For FY14, 22 applications were received for incorporated programs requesting \$890,935 and \$80,419 was available to allocate for recommendations.
 - On the unincorporated/regional tourism side, 21 applications requesting \$1.2 M were vying for \$241,256.
 - In FY13, County Council allocated an additional \$141,000 in H-Tax funds to incorporated programs through the motion process to organizations who received a Committee recommendation. This number does not include motions provided to organizations that did not apply or programs in the unincorporated areas.
- Allow organizations that operate tourism facilities be allowed to use a portion of H-Tax funds for facility operations and maintenance. An example of this is the Columbia Music Festival Association's ArtSpace that is a venue for cultural and arts organizations. In 2011 Council voted on changes to the H-Tax program that included restricting funds to paying for marketing, promotions, entertainment and public safety. The H-Tax Committee applauds Council for those changes, particularly regarding its renewed emphasis on marketing to attract more non-residents to the County, but we believe some additional and limited flexibility for operations and maintenance for true tourist facilities may be warranted. The true test of these and other changes will be reviewed once final reports are received in July 2013. (H-Tax Review Committee made a recommendation to County Council)

STATE STATUTE
ARTICLE 7
LOCAL HOSPITALITY TAX

SECTION 6-1-700. Short title.

This article may be cited as the "Local Hospitality Tax Act".

HISTORY: 1997 Act No. 138, Section 9.

SECTION 6-1-710. Definitions.

As used in the article:

- (1) "Local governing body" means the governing body of a county or municipality.
- (2) "Local hospitality tax" is a tax on the sales of prepared meals and beverages sold in establishments or sales of prepared meals and beverages sold in establishments licensed for on-premises consumption of alcoholic beverages, beer, or wine.
- (3) "Positive majority" means a vote for adoption by the majority of the members of the entire governing body, whether present or not. However, if there is a vacancy in the membership of the governing body, a positive majority vote of the entire governing body as constituted on the date of the final vote on the imposition is required.

HISTORY: 1997 Act No. 138, Section 9.

SECTION 6-1-720. Imposition of local hospitality tax.

(A) A local governing body may impose, by ordinance, a local hospitality tax not to exceed two percent of the charges for food and beverages. However, an ordinance imposing the local hospitality tax must be adopted by a positive majority vote. The governing body of a county may not impose a local hospitality tax in excess of one percent within the boundaries of a municipality without the consent, by resolution, of the appropriate municipal governing body.

(B) All proceeds from a local hospitality tax must be kept in a separate fund segregated from the imposing entity's general fund. All interest generated by the local hospitality tax fund must be credited to the local hospitality tax fund.

HISTORY: 1997 Act No. 138, Section 9.

SECTION 6-1-730. Use of revenue from local hospitality tax.

(A) The revenue generated by the hospitality tax must be used exclusively for the following purposes:

- (1) tourism-related buildings including, but not limited to, civic centers, coliseums, and aquariums;

- (2) tourism-related cultural, recreational, or historic facilities;
- (3) beach access and renourishment;
- (4) highways, roads, streets, and bridges providing access to tourist destinations;
- (5) advertisements and promotions related to tourism development; or
- (6) water and sewer infrastructure to serve tourism-related demand.

(B)(1) In a county in which at least nine hundred thousand dollars in accommodations taxes is collected annually pursuant to Section 12-36-920, the revenues of the hospitality tax authorized in this article may be used for the operation and maintenance of those items provided in (A)(1) through (6) including police, fire protection, emergency medical services, and emergency-preparedness operations directly attendant to those facilities.

(2) In a county in which less than nine hundred thousand dollars in accommodations taxes is collected annually pursuant to Section 12-36-920, an amount not to exceed fifty percent of the revenue in the preceding fiscal year of the local hospitality tax authorized pursuant to this article may be used for the additional purposes provided in item (1) of this subsection.

HISTORY: 1997 Act No. 138, Section 9; 1999 Act No. 93, Section 14; 2006 Act No. 314, Section 2, eff June 1, 2006; 2010 Act No. 290, Section 36, eff January 1, 2011.

SECTION 6-1-740. Cumulative rate of local hospitality tax.

The cumulative rate of county and municipal hospitality taxes for any portion of the county area may not exceed two percent, unless the cumulative total of such taxes was in excess of two percent or were authorized to be in excess of two percent prior to December 31, 1996, in which case the cumulative rate may not exceed the rate that was imposed or adopted as of December 31, 1996.

HISTORY: 1997 Act No. 138, Section 9.

SECTION 6-1-750. Local hospitality tax revenue upon annexation.

In an area of the county where the county has imposed a local hospitality tax that is annexed by a municipality, the municipality must receive only that portion of the revenue generated in excess of the county local hospitality tax revenue for the previous twelve months in the area annexed.

HISTORY: 1997 Act No. 138, Section 9.

SECTION 6-1-760. Ordinances prior to March 15, 1997; calculation; revenue.

(A) With respect to capital projects and as used in this section, "tourist" means a person who does not reside in but rather enters temporarily, for reasons of recreation or leisure, the jurisdictional boundaries of a municipality for a municipal project or the immediate area of the project for a county project.

(B) Notwithstanding any provision of this article, any ordinance enacted by county or municipality prior to March 15, 1997, imposing an accommodations fee which does not exceed the three percent maximum cumulative rate prescribed in Section 6-1-540, is calculated upon a base consistent with Section 6-1-510(1), and the revenue from which is used for the purposes enumerated in Section 6-1-530, remains authorized and effective after the effective date of this section. Any county or municipality is authorized to issue bonds, pursuant to Section 14(10), Article X of the Constitution of this State, utilizing the procedures of Section 4-29-68, Section 6-17-10 and related sections, or Section 6-21-10 and related sections, for the purposes enumerated in Section 6-1-530, to pledge as security for such bonds and to retire such bonds with the proceeds of accommodations fees imposed under Article 5 of this chapter, hospitality fees imposed under this chapter, state accommodations fees allocated pursuant to Section 6-4-10(1), (2), and (4), or any combination thereof, and the pledge of such other nontax revenues as may be available for those purposes for capital projects used to attract and support tourists.

HISTORY: 1997 Act No. 138, Section 10; 2010 Act No. 284, Section 1, eff upon approval (became law without the Governor's signature on June 28, 2010).

SECTION 6-1-770. Remitting tax to local governing body; frequency determined by estimated average amounts.

The tax provided for in this article must be remitted to the local governing body on a monthly basis when the estimated amount of average tax is more than fifty dollars a month, on a quarterly basis when the estimated amount of average tax is twenty-five dollars to fifty dollars a month, and on an annual basis when the estimated amount of average tax is less than twenty-five dollars a month.

HISTORY: 1998 Act No. 419, Part II, Section 63B.

**CRITERIA FOR ADDING NEW AGENCIES TO THE
RICHLAND COUNTY HOSPITALITY TAX ORDINANCE**

From time to time, Richland County Council may amend the Hospitality Tax Ordinance in order to include new Agencies for annual appropriations. As a general policy, only Agencies that meet the following criteria, at a minimum, shall be considered for inclusion in Hospitality Tax Ordinance:

- a. The Agency shall have a record of generating significant levels of tourism in Richland County, with a special emphasis on promoting tourism in the unincorporated areas of the county;
- b. The Agency shall offer programs that will generate tourism throughout the year;
- c. The Agency shall add to, or otherwise reflect, the diversity of the citizens of Richland County;
- d. The Agency shall be recognized by the South Carolina Secretary of State and be in good standing as a non-profit organization;
- e. The Agency must be deemed eligible to receive funding from the county under all applicable state and federal laws;
- f. The Agency shall have a proven history of fundraising ability, and shall not be reliant on county funding to sustain its annual operations or capital costs;
- g. The Agency shall devote a minimum of 67% of its annual expenses toward programs and services;
- h. The Agency must not receive a significant portion of its annual budget from any other sources of county revenue, including, but not limited to: general fund sources, dedicated taxes, or fees. This requirement shall be waived if the purpose of including the Agency in the Hospitality Tax Ordinance is to replace the existing funding source with Hospitality Tax dollars; and
- i. The Agency must have the organizational capacity to meet all other requirements of the Hospitality Tax Ordinance, including detailed reporting requirements.

Hospitality Tax Budget

	FY10 Approved	FY11 Approved	FY12 Approved	FY13 Approved	FY14 Approved
Annual Appropriations					
<i>Expenditure Detail</i>					
Columbia Museum of Art	695,002	648,437	667,890	687,926	702,372
Historic Columbia Foundation	267,309	249,399	256,881	264,587	270,143
EdVenture	106,923	99,759	102,752	105,834	108,057
County Promotions (Grant Program)	328,203	296,558	330,454	340,368	347,516
<i>Sub-total Annual Agency Commitment</i>	<i>1,397,437</i>	<i>1,294,153</i>	<i>1,357,977</i>	<i>1,398,715</i>	<i>1,428,088</i>

Township Maintenance	50,078	50,078	68,728	68,728	70,171
Cost Allocation		433,989	433,989	433,989	770,000

Other Discretionary Council Promotions:

Note: Some amounts were in addition to Promotions award amount

Appearance Commission - Ft. Jackson Entry	40,000				
Auntie Karen Foundation				13,030	
Benedict College			6,877		
Black Expo			16,000		
Black Pages				35,044	45,600
Blythewood BBQ Event					25,000
Broad River Fest/3 Rivers				5,000	95,725
Carolina Sunsplash					65,000
Caughman Pond Property			900,000		1,400,000
Columbia Chamber of Commerce - Friends of Our Forces					27,479
Columbia Classical Ballet				4,978	
Columbia International Festival			13,224	23,000	42,500
Columbia Metropolitan Convention & Visitor	200,000				50,000
Diamond Day					15,000
EdVenture			250,000	130,000	
Famously Hot New Year				15,000	
Fight Night					30,000
Glow in the Dark Golf Tournament					50,000
Historic Columbia Renovations			750,000	250,000	
Kingville Historic Foundation				16,018	81,000
Lake Murray Tourism	56,162			50,000	49,000
Lower Richland Sweet Potato Festival			50,000	50,044	50,000
Main St. Latin Fest					41,000
Nickelodeon			250,000		125,000
North Columbia Business Association Cornbread Fest					11,000
Office of Public Information	100,000				
Palmetto City Classic				20,000	
Parenting Solo				45,000	
Recreational Complex (From designated fund balance)			250,000		
Renaissance Foundation	200,000	100,000	100,000	100,000	100,000
SCALE, Inc.					56,000
SC HIV/AIDS Council					7,000
SC State Museum Capital Campaign	250,000	250,000	250,000	250,000	

SERCO	237,500		185,000	178,883	253,800
SERCO Subrecipients		237,500			
SIAC Tournament				25,000	
Sparkleberry Country Fair				2,883	8,800
St. Andrews BBQ Event					25,000
Township	281,448		200,000	250,000	229,829
Unallocated					
Woodcreek Classic				650	
<i>Sub-total Other Discretionary</i>	<u>1,365,110</u>	<u>587,500</u>	<u>3,221,101</u>	<u>1,464,530</u>	<u>2,883,733</u>
 Sub-total	 2,812,625	 2,365,720	 5,081,795	 3,365,962	 5,151,992
<u>Debt Service Capital Projects:</u>	<u>1,966,920</u>	<u>1,962,392</u>	<u>1,966,352</u>	<u>1,968,368</u>	<u>1,500,000</u>
(Township Renovations (\$12m), Farmers Market - Land (\$3.5m), Farmers Market - Land refunded w/vendor payments (\$1m), Recreation Complex Land)					
 Debt Service for New Project			1,072,954	1,072,954	
Professional Services - Caughman Pond				50,000	
Reserved for Future Use				250,000	
 Total Expenditure	 4,779,545	 4,328,112	 8,121,101	 6,707,284	 6,651,992

Richland County Council Request of Action

Subject

- a. Resolution honoring Satch Krantz, Riverbanks Zoo President and CEO, on receiving the R. Marlin Perkins Award for Professional Excellence from the Association of Zoos and Aquariums **[LIVINGSTON]**
- b. I move to prohibit sewage sludge spray fields application in Richland County **[WASHINGTON]**
- c. I move that Council give unanimous consent to a resolution honoring the Coroner's Office on receiving national accreditation **[PEARCE]**
- d. Resolution in honor of the late Senator Giese. In honor of his service to Richland County citizens as a member of the South Carolina Senate and as a member of Richland County Council **[ROSE]**
- e. Any item staff desires to place on a County Council agenda must go through the same process as all other items. They must be sent to a committee for review and recommendation for action by that committee to the full Council. This includes items coming from other agencies and elected officials. This can save a lot of discussion time at Council meetings because all details will have been provided to Council members and questions can be asked and possibly resolved during the committee meeting **[MALINOWSKI]**
- f. No elected official is allowed to make outside inquiries about the purchase of property but must submit their request to staff. It will then be placed on the appropriate committee agenda for review and action (possibly as an Executive Session item). Elected officials seeking property without the assistance of staff can tend to pay more once it is learned the "government" is seeking to purchase the property. Many of the properties are also in need of repair/remodeling to fit the needs of the particular official and such outside actions can tend to elevate the prices by not going through the approved bid process **[MALINOWSKI]**
- g. To direct staff (Clerk of Council, Public Information) to make recommendations, including costs, on mementos that Council Members can provide to honorees, citizens, and others being formally, or informally, recognized by individual Council Members, or Council as a body **[DICKERSON]**

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda