



## Report Of The Chairman

7. a. Special Called Meeting - December 18th, 7:30 PM
- b. Joint City/County Legislative Dinner
- c. Personnel Matter [OUTSIDE COUNSEL]

## Open/Close Public Hearings

8. a. An Ordinance Authorizing (1) the execution and delivery of a fee in lieu of tax and incentive agreement (the "Incentive Agreement") between Richland County, South Carolina (the "County") and Constantia Hueck Foils L.L.C., acting for itself, and one or more affiliates or other project sponsors (the "Company"), whereby, under certain conditions, the County shall grant incentives to the Company in connection with the expansion of certain manufacturing facilities in the County (the "Expansion Project"), in which agreement the County will covenant to accept certain negotiated fees in lieu of Ad Valorem taxes with respect to the Expansion Project; (2) Certain special source credits in connection with the Expansion Project; (3) the benefits of a Multi-County Industrial or Business Park to be made available to the Company; and (4) other matters relating thereto
- b. Authorizing the execution and delivery of an agreement between the County and [Project Resolve] to provide for the conveyance of certain property from the County to [Project Resolve] and other matters related thereto
- c. Authorizing, pursuant to Chapter 6 of Title 31, of the South Carolina Code of Laws, 1976, the Execution and Delivery of an Intergovernmental Agreement relating to the Columbia Renaissance Redevelopment Plan among Richland County, South Carolina, the City of Columbia, South Carolina, and School District No. 1 of Richland County, South Carolina; and other matters relating thereto
- d. Authorizing, pursuant to Chapter 6 of Title 31, of the South Carolina Code of Laws, 1976, the Execution and Delivery of an Intergovernmental Agreement relating to the Innovista Redevelopment Plan among Richland County, South Carolina, the City of Columbia, South Carolina, and School District No. 1 of Richland County, South Carolina; and other matters relating thereto

## Approval Of Consent Items

9. An Ordinance Authorizing a Quit-Claim Deed to Mary Tyler Robinson for an unnamed road shown on a plat in Plat Book "13" at Page 147 and recorded in the Richland County Register of Deeds; and being further described as Richland County TMS# 07313-07-01[**THIRD READING**] [PAGES 28-42]
10. An Ordinance Authorizing a Utility Easement/Right-of-Way to South Carolina Electric & Gas Company on property identified as TMS# 15209-01-04, also known as 218 McNulty Street [b>THIRD READING] [PAGES 43-56]
11. Authorizing the Execution and Delivery of an Agreement between the County and Koyo Corporation of U.S.A., to provide for the conveyance of certain property from the County to



Koyo Corporation of U.S.A., and other matters related thereto **[THIRD READING] [PAGES 57-61]**

12. Council District Limits Centered on County Maintained Roads **[PAGES 62-87]**
13. An Ordinance Amending the Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Article I, In General; Section 21-22, Sidewalks; so as to allow the Public Works Department to construct and/or improve sidewalks on all streets, as needed **[FIRST READING] [PAGES 88-96]**
14. South Paving Contract Award **[PAGES 97-102]**
15. Contract Renewal for EMS Billing Vendor (Lowcountry Billing) **[PAGES 103-113]**
16. Town of Eastover Intergovernmental Service Contract to Provide for Eastover Magistrate **[PAGES 114-119]**
17. Coroner: Request for Council's Permission to Sell a 2005 Ford Explorer **[PAGES 120-123]**
18. Pilot Program: Parking Meters at County Administration Building **[PAGES 124-132]**

### **Second Reading Items**

19. An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to add a Full-Time Paralegal position in the Public Defender's Office **[PAGES 133-138]**
20. Authorizing, pursuant to Chapter 6 of Title 31, of the South Carolina Code of Laws, 1976, the execution and delivery of an Intergovernmental Agreement relating to the Columbia Renaissance Redevelopment Plan among Richland County, South Carolina, the City of Columbia, South Carolina, and School District No. 1 of Richland County, South Carolina; and other matters relating thereto **[PAGES 139-175]**
21. Authorizing, pursuant to Chapter 6 of Title 31, of the South Carolina Code of Laws, 1976, the execution and delivery of an Intergovernmental Agreement relating to the Innovista Redevelopment Plan among Richland County, South Carolina, the City of Columbia, South Carolina, and School District No. 1 of Richland County, South Carolina; and other matters relating thereto **[PAGES 176-203]**
22. 12-33MA  
Trinity Presbytery, Inc.  
Frank Strasburger  
RU to RS-MD (10 Acres)  
Longtown Rd. & Longtown Rd. East  
20300-02-48 **[PAGES 204-205]**
23. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-53, Land Development Permits; so as to clarify the permitting process **[PAGES 206-218]**
24. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land

Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; so as to clarify the subdivision review and approval process [PAGES 219-240]

### **Report Of Development And Services Committee**

- 25. Interstate Interchange Lighting [PAGES 241-247]
- 26. Sediment Removal Project – Forest Lake [PAGES 248-259]
- 27. Donation of Conservation Easement: Pine Springs, Inc. [PAGES 260-275]

### **Report Of Administration And Finance Committee**

- 28. An Ordinance Amending the Richland County Code of Ordinances; Chapter 25, Vehicles for Hire; Article II, Towing and Wrecker Services; Section 25-20, Wrecker and Storage Charges, so as to increase the fees charged for towing and wrecker services [FIRST READING] [PAGES 276-291]
- 29. Family Court Child Support Enforcement Position [PAGES 292-296]

### **Report Of Economic Development Committee**

- 30. a. Governmental Affairs Representative Services Contract Renewal [PAGES 297-301]

### **Report Of Rules And Appointments Committee**

#### **1. Discussion From Rules And Appointments Committee**

- 31. Transportation Penny Advisory Committee - 7 [5 must be from unincorporated Richland County] [PAGES 302-303]

### **Other Items**

- 32. **REPORT OF THE REGIONAL RECREATION COMPLEX AD HOC COMMITTEE:**  
[PAGES 304-305]
  - a. Manager / Operator of Soccer Portion of Regional Recreation Complex
  - b. Oversight Committee

### **Citizen's Input**

- 33. Must Pertain to Items Not on the Agenda

### **Executive Session**

### **Motion Period**

- 34.
  - a. If the number of applicants for a Richland County board or committee exceeds the number of available positions there will be no interviews of those applicants.

The reason for this motion is that after the Rules & Appointments Committee takes the time to interview applicants and make a recommendation to full council based on that interview, council members who supported someone else not chosen request an individual vote for political reasons rather than needs of the committee they applied for. It becomes a waste of the applicants time to be interviewed and the committee's time if this is the process preferred. [MALINOWSKI]

b. No law firm, law office or lawyer will not do legal work on behalf of the county when they have pending law suits against the county [WASHINGTON]

## **Adjournment**



# Richland County Council Request of Action

**Subject**

Regular Session: November 20, 2012 **[PAGES 6-15]**

# MINUTES OF



## RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, NOVEMBER 20, 2012 6:00 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.*

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### MEMBERS PRESENT:

Chair	Kelvin E. Washington, Sr.
Vice Chair	L. Gregory Pearce, Jr.
Member	Joyce Dickerson
Member	Valerie Hutchinson
Member	Norman Jackson
Member	Damon Jeter
Member	Gwendolyn Davis Kennedy
Member	Bill Malinowski
Member	Jim Manning
Member	Paul Livingston
Member	Seth Rose

**OTHERS PRESENT** – Tony McDonald, Sparty Hammett, Brad Farrar, Yanisse Adrian-Silva, Sara Salley, John Hixon, Nelson Lindsay, Tracy Hegler, Dale Welch, Janet Claggett, Ray Peterson, Amelia Linder, Daniel Driggers, Melinda Edwards, Monique Walters, Michelle Onley

### CALL TO ORDER

The meeting was called to order at approximately 6:08 p.m.

### INVOCATION

The Invocation was given by the Honorable Gwendolyn Davis Kennedy

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Gwendolyn Davis Kennedy

**POINT OF PERSONAL PRIVILEGE** – Mr. Pearce stated that he felt extremely safe with the members of the Sheriff’s Department in attendance.

#### **PRESENTATION OF RESOLUTION**

**Resolution Honoring the life of Deputy Ryan Rawl and his service to his country in Afghanistan [ROSE]** – Mr. Rose presented a resolution to Deputy Ryan Rawl’s family honoring him for his service to Richland County and his country in Afghanistan.

#### **APPROVAL OF MINUTES**

**Regular Session: November 13, 2012** – Ms. Hutchinson moved, seconded by Mr. Pearce, to approve the minutes as distributed.

Mr. Malinowski moved, seconded by Mr. Jackson, to approve the minutes with the exception of the portion on p. 10 entitled “Executive Session: Palmetto Utilities”. The portion relating to “Executive Session: Palmetto Utilities” will be taken up after Executive Session. The vote in favor was unanimous.

#### **ADOPTION OF THE AGENDA**

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

#### **REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS**

- a. Palmetto Utilities
- b. Personnel Matter
- c. Employee Grievances—2

**POINT OF PERSONAL PRIVILEGE** – Mr. Washington recognized Ms. Dickerson on her appointment as Chair of the National Foundation for Women Legislators.

#### **CITIZENS’ INPUT**

No one signed up to speak.

#### **REPORT OF THE COUNTY ADMINISTRATOR**

**Richland 101 Graduation** – Ms. Edwards presented the Richland 101 graduates with their certificates.

**IT “County Records” Security Recommendations** – Mr. McDonald stated that staff is pursuing the issues and the IT recommendations. This item will come back at the December 4<sup>th</sup> Council meeting.

**Employee Grievances—2** – This item was taken up in Executive Session.

#### REPORT OF THE CLERK OF COUNCIL

**Proposed 2013 Council Meeting Calendar** – Mr. Manning moved, seconded by Mr. Pearce, to approve this item. The vote in favor was unanimous.

**Work Session Reminders: Regional Recreation Complex Interviews, Council Rules Work Session, and Business Friendly Task Force** – Ms. Onley reminded Council about upcoming Work Sessions.

#### REPORT OF THE CHAIRMAN

**Penny Referendum Next Steps** – Mr. Livingston stated that the appointing the Oversight Committee and finalizing the Small/Minority Business component will take place before December 31<sup>st</sup>.

**Personnel Matter** – This item was taken up in Executive Session.

#### PRESENTATION

**Columbia Metropolitan Convention Center** – Mr. Ric Luber and Ms. Kell gave an update on the Columbia Metropolitan Convention Center.

#### OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Authorizing the execution and delivery of an Intergovernmental Agreement by and between Richland County, South Carolina, the Town of Blythewood, South Carolina relating to [Project Resolve] and the business license fees on the investments by [Project Resolve], and other matters related thereto** – No one signed up to speak.
- **An Ordinance Authorizing the Second Amendment of that certain Fee Agreement by and between Richland County, South Carolina and [Project Resolve], relating to, without limitation, the payment to Richland County of a fee in lieu of taxes and the grant of a special source revenue credit to [Project Resolve], and other matters relating thereto** – No one signed up to speak.

#### APPROVAL OF CONSENT ITEMS

- **12-32MA, Terry Darragh, Richland County Landfill, Inc., RU to HI (79.11 Acres), Screaming Eagle Rd., 31600-02-18(p) [THIRD READING]**

- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-176 Landscaping Standards; Subsection (J), Protection of Existing Trees During Development; Paragraph (3), Exemptions-Protection; so as to remove buffer and BMP requirements for forestry activities [THIRD READING]**
- **An Ordinance Authorizing a Quit-Claim Deed to Mary Tyler Robinson for an unnamed road shown on a plat in Plat Book "13" at Page 147 and recorded in the Richland County Register of Deeds; and being further described as Richland County TMS#07313-07-01 [SECOND READING]**
- **An Ordinance Authorizing a Utility Easement/Right-of-Way to South Carolina Electric & Gas Company on property identified as TMS#15209-01-04, also known as 218 McNulty Street [SECOND READING]**

Mr. Pearce moved, seconded by Ms. Dickerson, to approve the consent items. The vote in favor was unanimous.

#### THIRD READING ITEMS

**An Ordinance Authorizing the Second Amendment of that certain Fee Agreement by and between Richland County, South Carolina and [Project Resolve], relating to, without limitation, the payment to Richland County of a fee in lieu of taxes and the grant of a special source revenue credit to [Project Resolve], and other matters relating thereto [THIRD READING]** – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item. A discussion took place.

The vote in favor was unanimous.

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

**An Ordinance Authorizing the execution and delivery of an Intergovernmental Agreement by and between Richland County, South Carolina, the Town of Blythewood, South Carolina relating to [Project Resolve] and the business license fee on the investment by [Project Resolve], and other matters related thereto [THIRD READING]** – Mr. Malinowski moved, seconded by Mr. Jackson, to approve this item. A discussion took place.

The vote in favor was unanimous.

Mr. Jackson moved, seconded by Mr. Malinowski, to reconsider this item. The motion to reconsider failed.

**An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; so as to repeal the Green Code Standards and to have Section 26-186 read as "Reserved"**



**[THIRD READING]** – Mr. Manning moved, seconded by Mr. Jackson, to defer this item for 6 months. The vote was in favor.

## SECOND READING ITEMS

**Authorizing the execution and delivery of an agreement between Richland County, and [Project Resolve] to provide for the conveyance of certain property from the County to [Project Resolve] and other matters related thereto [SECOND READING]** – Mr. Malinowski moved, seconded by Mr. Jackson, to approve this item and request that Exhibit A “Property Description” be attached at Third Reading. The vote in favor was unanimous.

**An Ordinance Authorizing (1) the execution and delivery of a fee in lieu of tax and incentive agreement (the “Incentive Agreement”) between Richland County, South Carolina (the “County”) and Constantia Hueck Foils L.L.C., acting for itself, and one or more affiliates or other project sponsors (the “Company”), whereby, under certain conditions, the County shall grant incentives to the Company in connection with the expansion of certain manufacturing facilities in the County (the “Expansion Project”), in which agreement the County will covenant to accept certain negotiated fees in lieu of ad valorem taxes with respect to the Expansion Project; (2) Certain special source credits in connection with the Expansion Project; (3) the benefits of a Multi-County Industrial or Business Park to be made available to the Company; and (4) other matters relating thereto [SECOND READING]** – Mr. Malinowski moved, seconded by Mr. Jackson, to approve this item. The vote in favor was unanimous.

## REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

**A Resolution Consenting to the interest in transfer of the Fee in Lieu of Tax Agreement among Richland County, South Carolina, Cellco Partnership and Spears Creek Realty, LLC; and other related matters** – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

**A Resolution Approving the transfer of the Unexpired Manufacturer’s Abatement from C&C Metal Fabrication, Inc. to AAA Septic Tank Installation and Repair LLC; and other related matters** – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

**An Ordinance Authorizing (1) the execution and delivery of a Special Source Credit Agreement between Richland County, South Carolina (the “County”) and Carolina Ceramics, LLC (the “Company”), whereby, under certain conditions, the County shall allow the Company to claim certain special source credits against the fee in lieu of tax payments made with respect to the Company’s manufacturing facilities with the County; (2) the benefits of a Multi-County Park to be made available to the Company; and (3) other matters relating thereto [FIRST READING BY TITLE ONLY]** – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

**Governmental Affairs Representative Services Contract Renewal** – Mr. Livingston stated that the committee recommended deferral of this item until the December 4<sup>th</sup> Council meeting. The vote in favor was unanimous.

**Bailey Bill Ordinance** – Mr. Livingston stated that the committee recommended approval of NAI Avant/Avant Investments request to rehabilitate the property subject to the 50% threshold applicable to owner-occupied property under Section 23-63(c)(1). A discussion took place.

The vote in favor was unanimous.

## REPORT OF RULES AND APPOINTMENTS COMMITTEE

### I. NOTIFICATION OF APPOINTMENTS

- a. **Accommodations Tax Committee—3** – This item was held in committee.
- b. **Board of Zoning Appeals—1** – Mr. Malinowski stated that the committee recommended appointing Mr. Colie L. Lorick, Jr.

Mr. Jeter requested that the vote on the applicants be taken up individually.

There were no votes for Mr. Terry Brown.

There were no votes for Mr. Terry L. Edwards.

Mr. Malinowski and Mr. Manning voted for Mr. Colie L. Lorick, Jr.

Mr. Rose, Mr. Jackson, Ms. Hutchinson, Mr. Pearce, Mr. Washington, Mr. Livingston, Ms. Dickerson and Mr. Jeter voted for Mr. Christopher Sullivan.

Mr. Christopher Sullivan was appointed.

- c. **Central Midlands Council of Governments—1** – Mr. Malinowski stated that the committee recommended appointing Mr. Anthony Mizzell. The vote in favor was unanimous.
- d. **Employee Grievance Committee—2** – This item was held in committee.
- e. **Township Auditorium—1** – Mr. Malinowski stated that the committee recommended re-appointing Mr. Andrew Nick Theodore. The vote in favor was unanimous.

### II. DISCUSSION FROM RULES AND APPOINTMENTS COMMITTEE

- a. **Business Service Center Appeals Board—qualifications of recent appointments** – This item was held in committee.

- b. **Community Relations Council Appointments** – This item was held in committee.
- c. **Council Individual Discretionary Account** – This item was held in committee.

#### OTHER ITEMS

#### Tax Increment Financing (TIF):

- a. **TIF Chronology** – This item was received as information.
- b. **Authorizing, pursuant to Chapter 6 of Title 31, of the South Carolina Code of Laws, 1976, the execution and delivery of an Intergovernmental Agreement relating to the Columbia Renaissance Redevelopment Plan among Richland County, South Carolina, the City of Columbia, South Carolina, and School District No. 1 of Richland County, South Carolina; and other matters relating thereto [FIRST READING BY TITLE ONLY]** – Mr. Livingston moved, seconded by Mr. Manning, to approve the Renaissance Redevelopment Plan and Innovista Redevelopment Plan. A discussion took place.

Mr. Pearce moved, seconded by Mr. Jackson, to divide the question. The vote was in favor.

<u>For</u>	<u>Against</u>
Washington	Rose
Livingston	Malinowski
Dickerson	Jackson
Kennedy	Hutchinson
Manning	Pearce
Jeter	

The vote was in favor of approving the Ordinance and IGA related to the Renaissance Redevelopment Plan.

- c. **Columbia Renaissance Redevelopment Plan IGA** – This item was approved with approval of the Ordinance relating to the Renaissance Redevelopment Plan.
- d. **Authorizing pursuant to Chapter 6 of Title 31, of the South Carolina Code of Laws, 1976, the execution and delivery of an Intergovernmental Agreement relating to the Innovista Redevelopment Plan among Richland County, South Carolina, the City of Columbia, South Carolina, and School District No. 1 of Richland County, South Carolina; and other matters relating thereto [FIRST READING BY TITLE ONLY]** – Mr. Livingston moved, seconded by Ms. Dickerson, to approve the Ordinance and IGA related to the Innovista Redevelopment Plan. A discussion took place.

<u>For</u>	<u>Against</u>
Jackson	Rose
Pearce	Malinowski
Washington	Hutchinson
Livingston	
Dickerson	
Kennedy	
Manning	
Jeter	

The vote was in favor of approving the Ordinance and IGA related to the Innovista Redevelopment Plan

- e. **Innovista Redevelopment Plan IGA** – This item was approved with the approval of the Ordinance relating to the Innovista Redevelopment Plan.

#### CITIZEN'S INPUT

No one signed up to speak.

#### EXECUTIVE SESSION

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**Council went into Executive Session at approximately 8:27 p.m. and came out at approximately 8:45 p.m.**  
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- a. **Approval of Minutes** – Mr. Malinowski moved, seconded by Mr. Manning, to approve the portion of the minutes entitled “Executive Session: Palmetto Utilities”. The vote in favor was unanimous.
- b. **Employee Grievances** – Mr. Malinowski moved, seconded by Mr. Pearce, to uphold the Administrator’s recommendation. The vote in favor was unanimous.
- c. **Personnel Matter** – No action was taken.

#### MOTION PERIOD

**Any utility provider must obtain permission from Richland County Council prior to work being done in unincorporated Richland County. The purpose for this motion is that an entity like the City of Columbia currently runs water lines when and where they want throughout Richland County. If Richland County is supposed to be directing where we do and don't want growth to take place such a practice is detrimental to the effectiveness of the Richland County comprehensive plan. [MALINOWSKI]** – This item was referred to the D&S Committee.

**ADJOURNMENT**

The meeting adjourned at approximately 8:48 p.m.

\_\_\_\_\_  
Kelvin E. Washington, Sr., Chair

\_\_\_\_\_  
L. Gregory Pearce, Jr., Vice-Chair

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Gwendolyn Davis Kennedy

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Joyce Dickerson

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Valerie Hutchinson

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Norman Jackson

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Damon Jeter

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Bill Malinowski

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Jim Manning

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Paul Livingston

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Seth Rose

The minutes were transcribed by Michelle M. Onley

# Richland County Council Request of Action

**Subject**

Zoning Public Hearing: November 27, 2012 [PAGES 16-19]

## MINUTES OF



### RICHLAND COUNTY COUNCIL ZONING PUBLIC HEARING TUESDAY, NOVEMBER 27, 2012 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.*

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#### **MEMBERS PRESENT:**

Chair	Kelvin E. Washington, Sr.
Vice Chair	L. Gregory Pearce, Jr.
Member	Valerie Hutchinson
Member	Norman Jackson
Member	Damon Jeter
Member	Gwendolyn Davis Kennedy
Member	Paul Livingston
Member	Bill Malinowski
Member	Seth Rose

Not Present Jim Manning

**OTHERS PRESENT:** Amelia Linder, Tracy Hegler, Holland Ledger, Tommy DeLage, Geo Price, Suzie Haynes, Sparty Hammett, Monique Walter, Michelle Onley

#### **CALL TO ORDER**

The meeting was called to order at approximately 7:01 p.m.

#### **ADDITIONS/DELETIONS TO AGENDA**

Ms. Hegler stated that Case # 12-30 MA had been administratively deferred and provided the page numbers that was inadvertently left off of the agenda.

## MAP AMENDMENT

**12-30MA, Oliver Gospel Mission, M. Kevin Garrison, Esq., RS-MD to OI (6.82 Acres), 140 Flora Dr., 19904-03-02** – This item was administratively deferred.

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

Mr. Pearce moved, seconded by Mr. Malinowski, to defer the Public Hearing and this item until the December Zoning Public Hearing meeting. The vote in favor was unanimous.

**12-33MA, Trinity Presbystery, Inc., Frank Strasburger, RU to RS-MD (10 Acres), Longtown Rd. & Longtown Rd. East, 20300-02-48**

Mr. Washington opened the floor to the public hearing.

Mr. Frank Strasburger, Mr. Bill Flowers, and Mr. Mike Tighe spoke in favor of this item.

Mr. Sam Brick, Mr. William Morrison, Mr. Marvin Davis, Mr. Bernie Randolph, Mr. Joe Pinner, Mr. David Kirkland, Mr. Gene Boberow, Ms. Nicole Lofurno, and Mr. Jared Lofurno spoke against this item.

The floor to the public hearing was closed.

Ms. Hutchinson moved, seconded by Mr. Rose, to deny the re-zoning request. A discussion took place.

Mr. Malinowski made a substitute motion, seconded by Ms. Kennedy, to give First Reading approval to this item. The vote was in favor.

## TEXT AMENDMENTS

**An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-53, Land Development Permits; so as to clarify the permitting process. [FIRST READING]**

Mr. Washington opened the floor to the public hearing.

Ms. Rebecca Best, Mr. Bill Flowers and Mr. David Brandes spoke in favor of this item.

Mr. Sam Brick spoke against this item.

The floor to the public hearing was closed.

Mr. Livingston moved, seconded by Ms. Kennedy, to give First Reading approval to this item. A discussion took place.



The vote was in favor.

**An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; so as to clarify the subdivision review and approval process [FIRST READING]**

Mr. Washington opened the floor to the public hearing.

Ms. Rebecca Best and Mr. David Brandes spoke in favor of this item.

Mr. Sam Brick spoke against this item.

The floor to the public hearing was closed.

Mr. Jeter moved, seconded by Mr. Livingston, to give First Reading approval to this item. A discussion took place.

The vote was in favor.

**ADJOURNMENT**

The meeting adjourned at approximately 8:08 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. Project Resolve
- b. Darrell's 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**

- a. IT "County Records" Security Update
- b. Employee Grievance - 1 [**ACTION**]

# Richland County Council Request of Action

**Subject**

- a. Retreat Locations [**PAGES 23-25**] [**ACTION**]

## PROPOSED 2013 RETREAT LOCATIONS

### Sandhills Research Facility

- ❖ Location 2012 Retreat was held
- ❖ Available (Dates are being held)
- ❖ \$500 Day Rental
- ❖ Outside Caterer will need to be utilized for meals

### Parklane Adult Activity

- ❖ Conference Room not available
- ❖ No Rental Charge
- ❖ Outside Caterer will need to be utilized for meals

### Brookland Conference Center

- ❖ Location Available
- ❖ \$2,000 per day rental (includes food)
- ❖ Must utilize their food service

### McEntire National Guard Base

- ❖ Awaiting a Response

### Congaree National Park

- ❖ No Internet/Wifi Service
- ❖ Audio-Visual Under Repair
- ❖ No Rental Charge
- ❖ Use of Auditorium will have to be approved by management team

### 2020 Hampton Street

- ❖ Chambers are available
- ❖ Outside Caterer would need to be utilized for meals

### Madren Conference Center, Clemson, SC

- ❖ Meeting Space Available
- ❖ Meals will be provided by Conference Center
- ❖ Hotel Accommodations not available at conference center
- ❖ Alternate Hotel accommodations will have to be secured
- ❖ Amount of rental charge unknown at this time

### Hickory Knob State Park, McCormick County

- ❖ Meeting Space Available
- ❖ Hotel Accommodations available for January 24 and 25
- ❖ Meals will be provided
- ❖ \$200 per person, per day

# Richland County Council Request of Action

**Subject**

- a. Special Called Meeting - December 18th, 7:30 PM
- b. Joint City/County Legislative Dinner
- c. Personnel Matter [OUTSIDE COUNSEL]



# Richland County Council Request of Action

## **Subject**

- a. An Ordinance Authorizing (1) the execution and delivery of a fee in lieu of tax and incentive agreement (the "Incentive Agreement") between Richland County, South Carolina (the "County") and Constantia Hueck Foils L.L.C., acting for itself, and one or more affiliates or other project sponsors (the "Company"), whereby, under certain conditions, the County shall grant incentives to the Company in connection with the expansion of certain manufacturing facilities in the County (the "Expansion Project"), in which agreement the County will covenant to accept certain negotiated fees in lieu of Ad Valorem taxes with respect to the Expansion Project; (2) Certain special source credits in connection with the Expansion Project; (3) the benefits of a Multi-County Industrial or Business Park to be made available to the Company; and (4) other matters relating thereto
- b. Authorizing the execution and delivery of an agreement between the County and [Project Resolve] to provide for the conveyance of certain property from the County to [Project Resolve] and other matters related thereto
- c. Authorizing, pursuant to Chapter 6 of Title 31, of the South Carolina Code of Laws, 1976, the Execution and Delivery of an Intergovernmental Agreement relating to the Columbia Renaissance Redevelopment Plan among Richland County, South Carolina, the City of Columbia, South Carolina, and School District No. 1 of Richland County, South Carolina; and other matters relating thereto
- d. Authorizing, pursuant to Chapter 6 of Title 31, of the South Carolina Code of Laws, 1976, the Execution and Delivery of an Intergovernmental Agreement relating to the Innovista Redevelopment Plan among Richland County, South Carolina, the City of Columbia, South Carolina, and School District No. 1 of Richland County, South Carolina; and other matters relating thereto

# Richland County Council Request of Action

## **Subject**

An Ordinance Authorizing a Quit-Claim Deed to Mary Tyler Robinson for an unnamed road shown on a plat in Plat Book "13" at Page 147 and recorded in the Richland County Register of Deeds; and being further described as Richland County TMS# 07313-07-01 **[THIRD READING] [PAGES 28-42]**

## **Notes**

October 23, 2012 - The Committee recommended that Council approve the quitclaim to the unopened road back to the Robinson family as requested.

First Reading: November 13, 2012  
Second Reading: November 20, 2012  
Third Reading:  
Public Hearing: November 13, 2012

## Richland County Council Request of Action

**Subject: Quitclaim Unopened Road off Skyland Drive**

### **A. Purpose**

County Council is requested to approve the quitclaim of an unopened road off Skyland Drive to the adjoining property owner.

### **B. Background / Discussion**

Attorney W. D. Morris contacted Public Works on June 27, 2012 concerning the quitclaiming of a portion of land for a proposed road off Skyland Drive in District 5 (R07313-07-01) back to his client, Mary Tyler Robinson. A map of the parcel is attached for reference.

A quitclaim is a transfer of all one's interest, as in a parcel of real estate, especially without a warranty of title.

In July 1959 Richland County accepted a deed for a proposed road off Skyland Drive. The grantor of this road was the Robinson family. This road was never opened and has become overgrown and impassable to vehicular traffic. There are three lots that would become land locked by the closing of this road. However, the Estate of Mary T. Robinson owns all these lots. Also, staff has included a plat of the property which shows property lines to be abandoned along with a note which reads:

“ALL 4 PARCELS SHOWN ABOVE IN THE NAME OF MARY T. ROBINSON ARE TO BE COMBINED INTO ONE TMS PARCEL CONTAINING 5.41 ACRES TOTAL.”

**This road would never be extended due to the fact that there are numerous car lots where any road extension would be.**

There is correspondence on file dated July 1988 where consideration was given to opening this road to access the car lots fronting on Greystone Blvd. Once the Skyland Drive Neighborhood Home Owners Association (SDNHA) became aware of this, the association put together a petition drive to oppose opening the road. One hundred and nine signatures were obtained to oppose the opening of this road. This correspondence is attached. There is no reference in the file if the opening of this road ever went to County Council.

The draft quitclaim agreement is attached.

### **C. Legislative / Chronological History**

This request came from the attorney representing the Robinson family; therefore, there is no legislative history.

**D. Financial Impact**

There will be no financial impact to Richland County. In fact, this property, once quitclaimed back to the Robinson family, will be placed back on the tax rolls.

**E. Alternatives**

1. Approve the request to quitclaim this “proposed road” back to the Robinson family as requested.
2. Do not approve the quitclaim request and leave everything “as is.”

**F. Recommendation**

It is recommended that Council approve the request to quitclaim this unopened road back to the Robinson family as requested.

Recommended by: David Hoops Department: Public Works Date: October 3, 2012

**G. Reviews**

**Finance**

Reviewed by: <u>Daniel Driggers</u>	Date: 10/12/12
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Legal**

Reviewed by: <u>Elizabeth McLean</u>	Date: 10/18/12
<input type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation: Policy decision left to Council’s discretion. This request requires an ordinance.	

**Administration**

Reviewed by: <u>Sparty Hammett</u>	Date: 10/18/12
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation: Recommend Council approval of the quitclaim request.	

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-12HR

AN ORDINANCE AUTHORIZING A QUIT-CLAIM DEED TO MARY TYLER ROBINSON FOR AN UNNAMED ROAD SHOWN ON A PLAT IN PLAT BOOK "13" AT PAGE 147 AND RECORDED IN THE RICHLAND COUNTY REGISTER OF DEEDS; AND BEING FURTHER DESCRIBED AS RICHLAND COUNTY TMS# 07313-07-01.

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. For and in consideration of the sum of \$1.00, the County of Richland and its employees and agents are hereby authorized to grant to MARY TYLER ROBINSON a quit-claim deed for an unnamed road shown on a plat in Plat Book "13" at page 147 and recorded in the Richland County Register of Deeds, also known as Richland County TMS# 07313-07-01, and as is further specifically described in the attached quit claim deed, which is 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  
\_\_\_\_\_, 2012.

\_\_\_\_\_  
Michelle Onley  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

THIS SPACE LEFT BLANK FOR RECORDING PURPOSE

STATE OF SOUTH CAROLINA )  
 ) QUIT CLAIM DEED  
COUNTY OF RICHLAND )

THIS QUIT-CLAIM DEED, executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Richland County, (hereinafter "Grantor"), to Mary Tyler Robinson, (hereinafter "Grantee"). (Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, successors, assigns, legal representatives and corporations wherever the context so permits or requires).

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00), in hand paid by the grantee, the receipt of which is hereby acknowledge, does hereby remise, release, and quit-claim unto the Grantee, their heirs, successors, and assigns, forever, all their right, title, interest, claim and demand which Grantor has in and to the following described lot, piece, or parcel of land, situate, lying and being in the County of Richland, State of South Carolina, to wit:

All that certain piece, parcel or lot of land, situate, lying and being in the County of Richland, State of South Carolina, and being that portion of roadway shown as Proposed Road on a plat prepared for the Estate of Alice I. Robinson made by Joseph Keels, dated Feb. 27, 1958 and recorded in the ROD for Richland County in Plat Book "13" at page 147.

Tax Map Sheet 07313-07-01

TO HAVE AND TO HOLD the same together with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the remises before mentioned unto the said Grantee, their heirs, successors and assigns forever so that neither the said Grantors nor their heirs successors, or assigns nor any other person or persons, claiming under their heirs, successors, or assigns, predecessors, or them, shall at any time hereafter, by any way or means, have claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever.

WITNESS my hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

WITNESSES:GRANTOR

\_\_\_\_\_  
(Witness #1)

By \_\_\_\_\_  
Its: Chairman, Richland County Council

\_\_\_\_\_  
(Witness #2/Notary )

**STATE OF SOUTH CAROLINA)**  
   )  
**COUNTY OF RICHLAND          )**

**PROBATE**  
**(Grantor)**

Personally appeared before me \_\_\_\_\_ and  
   (Name of Witness #1)  
made oath that (s)he saw the within named \_\_\_\_\_

Execute, seal and as its act and deed, deliver the within Assignment and that (s)he with

\_\_\_\_\_ witnessed the execution thereof  
   (Name of Witness #2/Notary

\_\_\_\_\_  
Signature of Witness #1

Sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public for South Carolina

MCE \_\_\_\_\_



B. Dale Lowder, President  
Skyland Drive Neighborhood Homeowners Association  
130 Castle Road, Columbia, South Carolina 29210  
(803) 765-9051

July 7, 1988

RECEIVED

JUL 11 1988

RICHLAND COUNTY  
PUBLIC WORKS

Mr. Ralph Pearson  
Richland County Public  
Works Department  
400 Powell Road  
Columbia, SC 29203

RE: County Road, Tax Map No. 07310

Dear Mr. Pearson:

Enclosed please find a copy of the Skyland Drive Neighborhood Homeowners Association petition in opposition to opening a county road. This petition is the one I referred to in my letter to you of February 16, 1988. Although, I understand that Richland County has decided not to take any action concerning this road, I would appreciate it if you would contact me immediately if that decision changes. As you can see there is strong opposition to reopening this county road. Our neighborhood has been very concerned about not only the county road but any other actions taken which would jeopardize the integrity of our quiet residential area.

I appreciate the help that you have given us concerning this matter. Please feel free to call if you have any questions.

Sincerely,



B. Dale Lowder

BDL:sp  
Enclosure

SKYLAND DRIVE NEIGHBORHOOD HOMEOWNERS ASSOCIATION

PETITION IN OPPOSITION TO OPENING OF COUNTY ROAD

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We, the undersigned residents of and members of the Skyland Drive Neighborhood Homeowners Association hereby oppose the reopening of the county road located adjacent to the properties of George H. Robinson and running between the property occupied by Ken Hyatt Chrysler Dealership and Skyland Drive; said lot is more specifically identified through reference to Richland County Property Tax Map Sheet No. 07310 which is attached to this petition and incorporated by reference.

<u>Barbara DeBucher</u>	<u>130 Castle Rd. 2910</u>	<u>465-9051</u>
<u>Frederick H. H. H. H.</u>	<u>179 Castle Rd</u>	<u>779-0048</u>
<u>Mary H. Robinson</u>	<u>1131 Skyland Dr</u>	<u>779-2974</u>
<u>Pat A. Schepel</u>	<u>513 Skyland Dr</u>	<u>779-8313</u>
<u>Mary Callahan</u>	<u>521 Skyland Dr</u>	<u>779-0373</u>
<u>Stanley R. Bond</u>	<u>130 Castle Rd</u>	<u>765-9051</u>
<u>George H. Robinson</u>	<u>1131 Skyland Dr</u>	<u>779-2974</u>
<u>Pat Schepel</u>	<u>513 Skyland Dr</u>	<u>779-8313</u>
<u>Patrick H. Callahan</u>	<u>521 Skyland Dr</u>	<u>779-0373</u>
<u>Robert &amp; Mary C. Kuff</u>	<u>136 Castle Rd</u>	<u>252-7453</u>
<u>Dorothy M. Holder</u>	<u>146 Castle Rd.</u>	<u>252-6755</u>
<u>M. J. Holder</u>	<u>146 Castle Rd</u>	<u>252-6755</u>
<u>Suzanne D. Tuttle</u>	<u>145 Castle Rd.</u>	<u>765-2828</u>
<u>EM Whitman</u>	<u>189 Castle Rd</u>	<u>252-7243</u>
<u>Harmon Johnson</u>	<u>189 Castle Rd</u>	<u>765-2882</u>
<u>Kurt von Beechmann</u>	<u>189 Castle Rd</u>	<u>765-2882</u>
<u>Robert Parutan</u>	<u>185 Castle Rd</u>	<u>779-4146</u>
<u>Rob Sun</u>	<u>112 Castle Rd.</u>	<u>779-0329</u>
<u>Shirley Kuper</u>	<u>116 Castle Rd</u>	<u>252-9450</u>
<u>Jan Overstreet</u>	<u>1100 Skyland Dr. Kirkland 2-3</u>	<u>779-8862</u>

8

Betty J. Christensen	135 Castle Rd.	765-0895
Russell P. Christensen	135 Castle Rd	765-0895
Martha H. Christensen	126 Castle Rd	252-4663
Nancy C. Christensen	126 Castle Rd.	252-3663
Frankie J. Goghly	120 Castle Road	779-3614
Lorna Blitch	500 Skyland Dr.	252-2575
Herb Blitch	"	"
Ruth R. Mobley	4 Hillmark Dr.	252-3015
Leigh V. Peck	8 Hillmark Dr	252-2432
Sperry Moore	"	252-2432
Leigh H. Peck	"	"
Janola Peck	"	"
Jack Peck	"	"
John Crumpton	20 Hillmark Dr.	765-5866
Carol Ann Crumpton	20 Hillmark Dr.	765-5866
MS Chew	32 HILLMARK DR.	779-2754
ELMORA CHEW	"	"
Robert S. Pierce	36 Hillmark Dr	252 9767
Wendy B. Bronkew	80 Hillmark Drive	771-7555
M. Ann Bronkew	"	"
Danny J. Stanley	"	"
Herbert K. Johnson	84 Hillmark DR.	765-9282
Pat Johnson	"	"
Mark Suggert	420 Skyland Dr	765-2622
Terri Suggert	"	"
David L. Handy	412 Skyland Dr.	765-2042
Kathy F. Handy	412 Skyland Dr.	765-2042

Russ H. Sumner	408 Skyland Dr.	252 5183
Fani 2 Puma	411 Skyland Dr.	779-0219
Dot Gause	411 Skyland Dr.	779-6214
David B. Bault	501 Skyland Dr.	765-0477
Debbie Bault	501 Skyland Dr.	765-0477
Mrs. R. E. Davis	501 Skyland Dr.	779-0235
Johnny H. Davis	424 Sedgefield Dr.	252-5979
Caroline Davis	426 Sedgefield Dr.	252-5979
Dennis Davis	" "	"
Cynthia Cole	414 Sedgefield Dr.	779-7702
Edward Long	" "	779-7702
Emily Tucker	500 Sedgefield Dr.	765-1724
Gene & Louise Baykin	514 Skyland Dr.	765-2655
Elaine Blanks	510 Sedgefield Rd.	254-3330
William P. Blanks, Jr.	510 Sedgefield Rd.	254-3330
William K. Blanks	510 Sedgefield Rd.	254-3330
Kathryn B. Manos	520 Sedgefield Dr.	779-3880
John N. Manos	520 Sedgefield Dr.	779-3880
<del>Mr</del> Mrs Joe H. Wylie	601 Skyland	765-9220
Joe H. Wylie	601 Skyland Dr.	765-9220
Skip White	100 W. Shawnee Rd.	779-0565
Barbara White	100 W. Shawnee Rd.	779-0563
Jane Metts	60 Hillmark Dr.	771-7809
Bugs Metts	60 Hillmark Dr.	771-7809
Jim P. Wallis	56 Hillmark Dr.	779-7570
Maria Vittoria	56 Hillmark Dr.	779-7570
Akew Bursdrick	529 Skyland Dr.	252 8750
Lloyd E. Tibby	528 Skyland Dr.	256-4068
Sue Tibby	528 Skyland Dr.	256-4068

Carol Roof	614 Skyland Dr.			779-1227
Wendy Boles	614 Skyland Dr			779-1227
Shirley Milam	628 Skyland Dr			252-5722
Bill Suppasa	118 Normandy Dr.			765-9415
Thomas J. H. Mich	124 Normandy Rd.			252-7704
Lauri L. McHaw	124 Normandy Rd			252-7704
Holly Flake	112 Normandy Rd			765-2037
Joseph B. Munner	119 Normandy			771-4956
David Morgan	137 Normandy			737-8829
Ed D. Morgan	137 Normandy Rd.			771-5151
L. Edward Stevenson	145 Normandy Rd.			254-8514
Curtis J. Jager	138 Normandy Rd.	29210		779-2761
W. Stuart Miller	111 Normandy Rd.	29210		765-1251
Susan B. Miller	111 Normandy Rd	29210		765-1251
Bhoda D. Hayes	115 Normandy Rd	29210		29210
Tim Rogers	533 Harden St.			254-3148 799-3767 CO. 799-4877 Ch.
Dick Harpootlian	1720 Main St			265-2621
Harvey J. Dempsey	B-5 Birchhill			
Frank J. Jager	C-1 Birchhill			252-2785
Mildred C. Robinson	D-3	"	"	256-2675
Jesse J. Trout	G-4	"	"	254-1857
Elizabeth M. Holt	H-3	"	"	254-9106
Everett "Betty" Reavis	I-5	"	"	254-6217
Ronis Walters	J-6	"	"	256-0717
William C. McKellar	K-8	"	"	256-8979
Ron Banis	L-7	"	"	799-2645
Kina P. Phillips	M-8	"	"	256-2597
James A. Cahill	P-1	"	"	799-0770

David Lee	Q-5 Riverview	252-8829
Charles Hall	R-2 Riverview	772-6971
Lynn & Benpton	H-1 Riverview	768-1335
Victor Standaert	LS Riverview	799-3844

Being duly sworn, I hereby state  
that the foregoing Highland Drive Neighborhood  
Homeowners Association Petition in Opposition  
to opening of county road consists of five signature  
pages, including the front page and this page  
and he attached a copy of Richland County Map  
Job Map No. 07310.

July 5, 1988

Barb Dale Jordan,  
President, Highland Drive Neighborhood  
Homeowners Assoc.

Sworn to and subscribed before me  
on this the 7th day of July, 1988

Elke E. Watkins

Notary Public for S.C.  
My Commission Expires:



# Quit Claim to Robinson Properties Richland County Right of Way TMS R07313-07-01



**Legend**

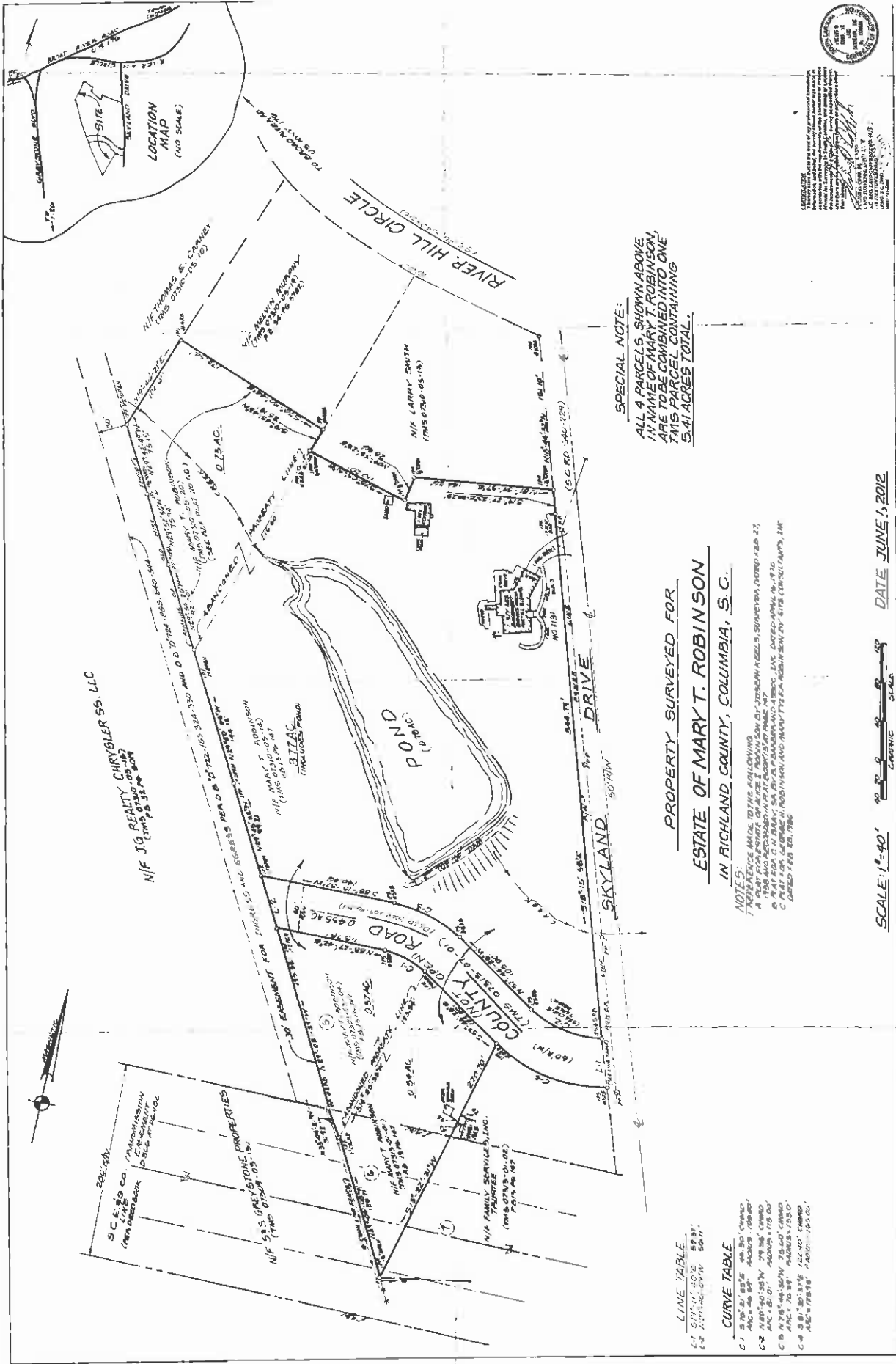
- Parcels
- Roads
- Richland County  
Quit Claim Property
- Properties that will  
be joined



0 25 50 100 150 200 250 Feet



This is a product of the Richland County  
Public Works Department 2012





# Richland County Council Request of Action

## **Subject**

An Ordinance Authorizing a Utility Easement/Right-of-Way to South Carolina Electric & Gas Company on property identified as TMS# 15209-01-04, also known as 218 McNulty Street **[THIRD READING] [PAGES 43-56]**

## **Notes**

October 23, 2012 - The Committee recommended that Council approve the power line easement to SCE&G for 218 McNulty Street, per the request of the Richland County Public Library, contingent upon clarification of the easement location and language associated with the easement, as well as the potential for compensation.

First Reading: November 13, 2012  
Second Reading: November 20, 2012  
Third Reading:  
Public Hearing: November 13, 2012

## Richland County Council Request for Action

Subject: Power Line Easement to SCE&G (218 McNulty Street - RCPL)

### A. Purpose

County Council is requested to approve an easement to SCE&G for power line placement along the western boundary of property owned by the County (for the benefit of the Richland County Public Library). The property involved is the Blythewood Branch of the RCPL at 218 McNulty Street.

### B. Background / Discussion

The Legal Department was approached by Steve Sullivan from the RCPL and SCE&G (Paul Thompson) for a power line easement along the western property line of a parcel owned by the County. The property borders property of Bethel Baptist Church to the west. The property is located on McNulty Street and houses the Blythewood Branch of the RCPL. Even though the property is used by the RCPL, the title is in the name of Richland County, for the benefit of the Public Library; thus, Richland County must approve and execute the easement. According to Mr. Sullivan, the RCPL Board of Trustees approved the request at its October 8, 2012, meeting. The item has now been forwarded to Richland County for approval and execution.

Please see the attached easement and GIS map for the location of the requested easement. Additionally, I have included an email from Paul Thompson describing the project and need for the requested easement.

As you will see from the easement, the easement area is not clearly defined. I will ask that SCE&G provide (before second reading), a revised easement and project drawing properly identifying the easement area.

### C. Legislative/Chronological History

None.

### D. Financial Impact

No known financial impact.

### E. Alternatives

1. Adopt the ordinance.
2. Do not adopt the ordinance.

### F. Recommendation

Council Discretion.

Recommended by: Elizabeth A. McLean

Department: Legal

Date: 10/10/12

## G. Reviews

### Finance

Reviewed by: Daniel Driggers

Date: 10/11/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Request appears consistent with previous request with no financial impact. If approved, recommendation would be to make it contingent upon the clarification mentioned by legal in the last paragraph of the background section.

### Planning

Reviewed by: Tracy Hegler

Date: 10/15/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Most of the impact is stated in the attached email to be on Bethel Baptist Church property, but agree with need for more clarification of the location. There is no perceived impact to Planning.

### Conservation

Reviewed by: Buddy Atkins

Date: 10/17/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

In the proposed easement, the following language has been included:

*Together also with the right to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines, together with valves, tieovers and appurtenant facilities for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line.*

**The above language should be deleted from the proposed easement since SCE&G is requesting to install an overhead electric line.**

The proposed easement also contains the language:

*Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Grantor further agrees to maintain minimum ground coverage of twenty four (24) inches and maximum ground coverage of forty two (42) inches over all underground pipe (gas) lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.*

As previously stated, any reference to underground pipes should be excluded from the easement. Additionally, the language implies Richland County (Grantor) is responsible for maintaining certain maximum ground coverage. All maintenance of the overhead line easement to comply with vegetation management standards is the responsibility of SCE&G (Grantee). **The easement should be amended to accurately reflect said vegetative maintenance responsibility.**

**The easement should be amended to state explicitly what type of electric line is being proposed-transmission or distribution.** The line type will control the required ROW width. If indeed this is a distribution line, the proposed ROW is correct. However, if this is a transmission line, the width is inadequate and will be wider than stated which will have an environmental impact to the County's property and tree resources. The proposed easement states:

*Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires or pipe lines and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed;*

Lastly, I would recommend Council reconsider the proposed payment "of One Dollar (\$1.00) received from Grantee" to more accurately account for the environmental and conservation devaluation caused by locating the electric line on Richland County property.

### Public Works

Reviewed by: David Hoops

Date: 10/17/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend clarification of the bounds of the easement, refer to comments made by Mr. Atkins regarding multiple use of the easement, and consider impact on trees lining the route of the easement.

### Legal

Reviewed by: Elizabeth McLean

Date: 10/17/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: This request is for a standard power line easement. As noted in my ROA, the easement MUST be amended before third reading, as it fails to adequately describe the easement area; other than that issue, the language is discretionary and fairly standard for easement requests we have received from SCE&G. If Council would like to address the language allowing for underground utilities, we can take such a request to SCE&G. I assume the language is present so that the company can change power distribution methods without having to change the easement in each case. As I have stated, that decision is left to Council's discretion. I do not think that it

is necessary to state which specific type of line is being placed, as the easement area will be specifically described and will not be affected by the type of line.

Lastly, I will address Dr. Atkins' recommendation that the \$1.00 consideration be removed or amended to reflect the actual diminution in value. The present language is very standard and is merely a recital of the consideration for the contract, which is necessary for the contract to be valid. I am not aware that any diminution in value of county property has been asserted here, and would frankly be hard to even guess what that might be at this point as the easement area hasn't been properly defined.

I would recommend approval of the item, with the condition that the specific easement area be defined before second reading and with any other changes that Council may deem appropriate.

### **Administration**

Reviewed by: Sparty Hammett

Date: 10/17/12

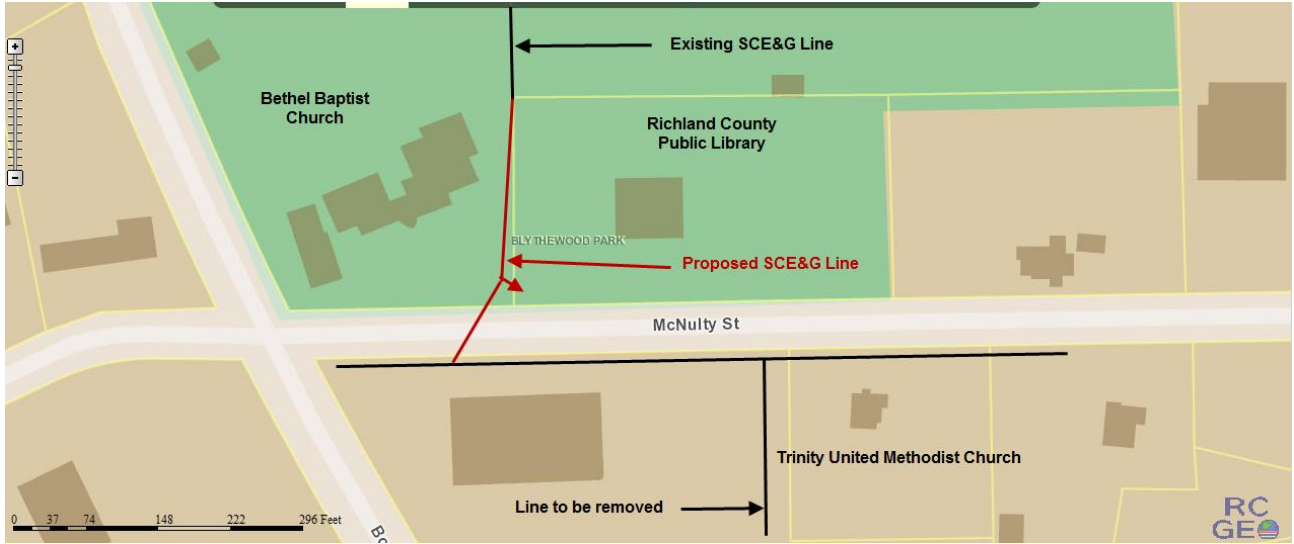
Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend approval with the following three changes:

- (1) The specific easement area should be defined,
- (2) Any reference to underground utilities should be deleted from the easement, and
- (3) SCE&G should be responsible for vegetative maintenance.



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-12HR

AN ORDINANCE AUTHORIZING A UTILITY EASEMENT/RIGHT-OF-WAY TO SOUTH CAROLINA ELECTRIC & GAS COMPANY ON PROPERTY IDENTIFIED AS TMS# 15209-01-04, ALSO KNOWN AS 218 MCNULTY STREET.

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 a utility easement right-of-way to South Carolina Electric & Gas Company, upon land identified as TMS Number 15209-01-04, located at 218 McNulty Street, and as is more fully described in the easement/right-of-way, a copy of 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 effective from and after \_\_\_\_\_, 2012.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Kelvin Washington, Chairperson

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2012.

\_\_\_\_\_  
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:

INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between **Richland County for The Richland County Public Library** of the State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of **Richland**, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a tract or lot of land containing **1.90 acres**, more or less, and being the same lands conveyed to Grantor by deed of **Felix H. Rimer, Jr. et al**, dated or recorded **1/11/1991**, and filed in the Register of Deeds office for **Richland** County in Deed Book **1014** at Page **419**.

**Property is located on McNulty Street.**

**Right of way granted to extend overhead line along common property line of Grantor and n/f Bethel Baptist Church.**

**TMS: 15209-01-04**

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines, together with valves, tieovers and appurtenant facilities for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires or pipe lines and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Grantor further agrees to maintain minimum ground coverage of twenty four (24) inches and maximum ground coverage of forty two (42) inches over all underground pipe (gas) lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

**Richland County for The Richland County**

**Public Library**

By: \_\_\_\_\_

\_\_\_\_\_ (SEAL)





**From:** THOMPSON, PAUL E III <PETHOMPSON@scana.com>  
**Sent:** Wednesday, October 10, 2012 9:39 AM  
**To:** ELIZABETH MCLEAN  
**Subject:** RE: SCE&G Easement and Richland County Public Library Property  
**Attachments:** McNulty Street.pdf

Mrs. McLean, Trinity United Methodist Church on McNulty street is planning an additional building. Currently we have a power line running through their tract where they plan to construct the building. We have an existing three phase line to the rear of the library which can feed McNulty Street. Bethel Baptist Church next to the library has verbally agreed to allow SCE&G to extend along the property line between them and the library. The new section of line would mostly be on the Bethel Baptist Church property with only the down guy anchor and some tree trimming on the library tract. This also allows SCE&G to make changes being requested by the Town of Blythewood in the near future. Attached is a sketch of proposed work. Thank you, Paul Thompson, SCE&G Right of Way.

---

**From:** ELIZABETH MCLEAN [mailto:MCLEANE@rcgov.us]  
**Sent:** Wednesday, October 10, 2012 9:08 AM  
**To:** THOMPSON, PAUL E III  
**Subject:** RE: SCE&G Easement and Richland County Public Library Property

Mr. Thompson,

Could you please provide me with a summary of the project (why you need the easement)? I will need to provide it to County Council. I need it ASAP as the deadline for the committee meeting was yesterday.

Thanks,  
Elizabeth

**Elizabeth McLean**  
Assistant County Attorney  
Richland County Attorney's Office  
2020 Hampton Street, Room 4018  
PO Box 192  
Columbia, South Carolina 29202  
(803) 576-2078 (fax) 803-576-2139  
[mcleane@rcgov.us](mailto:mcleane@rcgov.us)

ATTORNEY-CLIENT OR OTHER PRIVILEGED INFORMATION NOT FOR DISSEMINATION BEYOND ORIGINAL ADDRESSEE(S) AND COPIED RECIPIENT(S)

---

**From:** Sullivan, Steve [mailto:Sullivan@MyRCPL.com]  
**Sent:** Tuesday, October 09, 2012 1:53 PM  
**To:** ELIZABETH MCLEAN  
**Cc:** THOMPSON, PAUL E III  
**Subject:** SCE&G Easement and Richland County Public Library Property

Ms. McLean,

I work for the Richland County Public Library. I was contacted by Paul Thompson with SCE&G last month regarding an easement for an overhead line at our Blythewood branch library. The library has no issues with

his proposed line. The library's Board of Trustees considered the proposal at their meeting last night, October 8, 2012, and passed it as an agenda item.

The property is titled to Richland County for the Richland County Public Library. I thought it proper to send this on to you now for further consideration and execution. Is this, indeed, the way this works?

*S. Sullivan*

Steve Sullivan  
Operations Supervisor  
Richland County Public Library  
1431 Assembly Street  
Columbia, SC 29201  
803.929.3418  
803.622.5314 (mobile)

INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between **Richland County for The Richland County Public Library** of the State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

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**Property is located on McNulty Street.**

**Right of way granted to extend overhead line along common property line of Grantor and n/f Bethel Baptist Church.**

**TMS: 15209-01-04**

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

~~Together also with the right to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines, together with valves, tieovers and appurtenant facilities for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line.~~

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines and Five (5) feet on each side of any underground wires or pipe lines and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. ~~Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Grantor further agrees to maintain minimum ground coverage of twenty four (24) inches and maximum ground coverage of forty two (42) inches over all underground pipe (gas) lines.~~ Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

**Richland County for The Richland County Public Library**

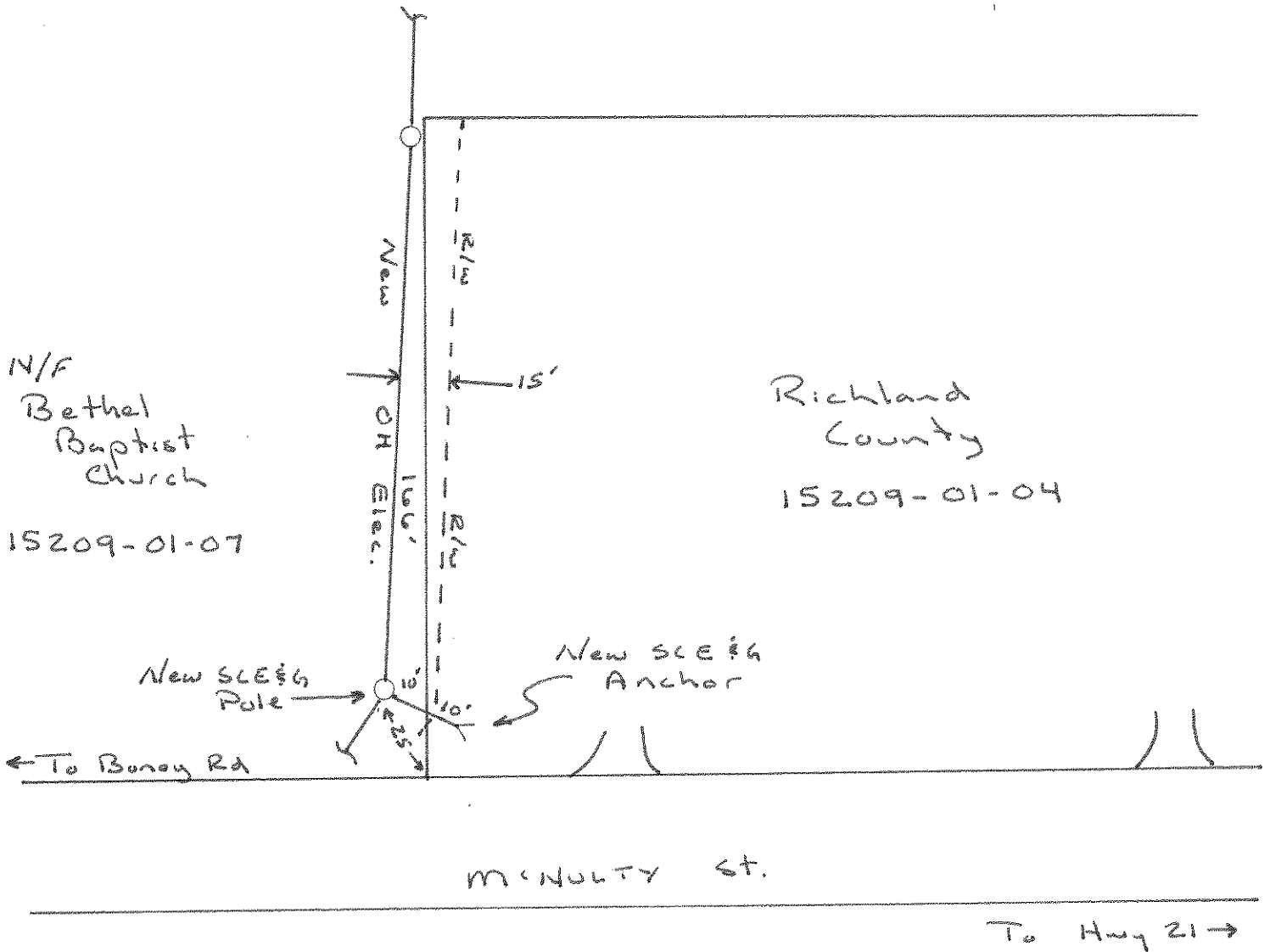
By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_  
1<sup>st</sup> Witness

\_\_\_\_\_  
2<sup>nd</sup> Witness



EXHIBIT "A"



# Richland County Council Request of Action

## **Subject**

Authorizing the Execution and Delivery of an Agreement between the County and Koyo Corporation of U.S.A., to provide for the conveyance of certain property from the County to Koyo Corporation of U.S.A., and other matters related thereto **[THIRD READING] [PAGES 57-61]**

## **Notes**

First Reading: November 13, 2012  
Second Reading: November 20, 2012  
Third Reading:  
Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_

**AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN THE COUNTY AND KOYO CORPORATION OF U.S.A., TO PROVIDE FOR THE CONVEYANCE OF CERTAIN PROPERTY FROM THE COUNTY TO KOYO CORPORATION OF U.S.A., AND OTHER MATTERS RELATED THERETO**

WHEREAS, Richland County, South Carolina (“County”) owns real property, as more fully described on the attached Exhibit A (“Property”);

WHEREAS, the County is negotiating with Koyo Corporation of U.S.A., (“Company”) regarding a potential, significant investment by the Company in the County (“Investment”); and

WHEREAS, as an incentive to locate the Investment in the County and to promote the creation of new, full-time jobs and economic development in the County through the Investment in the County, the Richland County Council (“County Council”) desires to transfer the Property to the Company, subject to appropriate protections for the County and other conditions the County and the Company may establish.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL:

**Section 1. Approval of Transfer.** The County Council: (a) approves the execution of an agreement by which the County would transfer the Property to the Company subject to appropriate protections for the County; (b) authorizes the County Council Chair, and in the Chair’s absence, the Vice-Chair, the County Administrator, the County Economic Development Director, and the Clerk to County Council, as appropriate, to execute and deliver those documents that may be reasonably necessary to consummate the Property’s transfer; (c) authorizes the County Administrator and the County Economic Development Director, with the advice of the County’s legal counsel, to prepare, or have prepared, the form of the transfer documents that are customarily used for similar transactions in this State; and (d) authorizes the County Administrator, the County Economic Development Director, and other members of the County staff to provide information to the Company as is reasonably necessary to consummate the Property’s transfer.

**Section 2. General Repealer.** Any ordinance, resolution, or other order of County Council, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 3. Effectiveness.** This Ordinance is effective after third reading and a public hearing.



RICHLAND COUNTY, SOUTH CAROLINA

---

Kelvin Washington, Chairman of County Council  
Richland County, South Carolina

*(SEAL)*  
ATTEST:

---

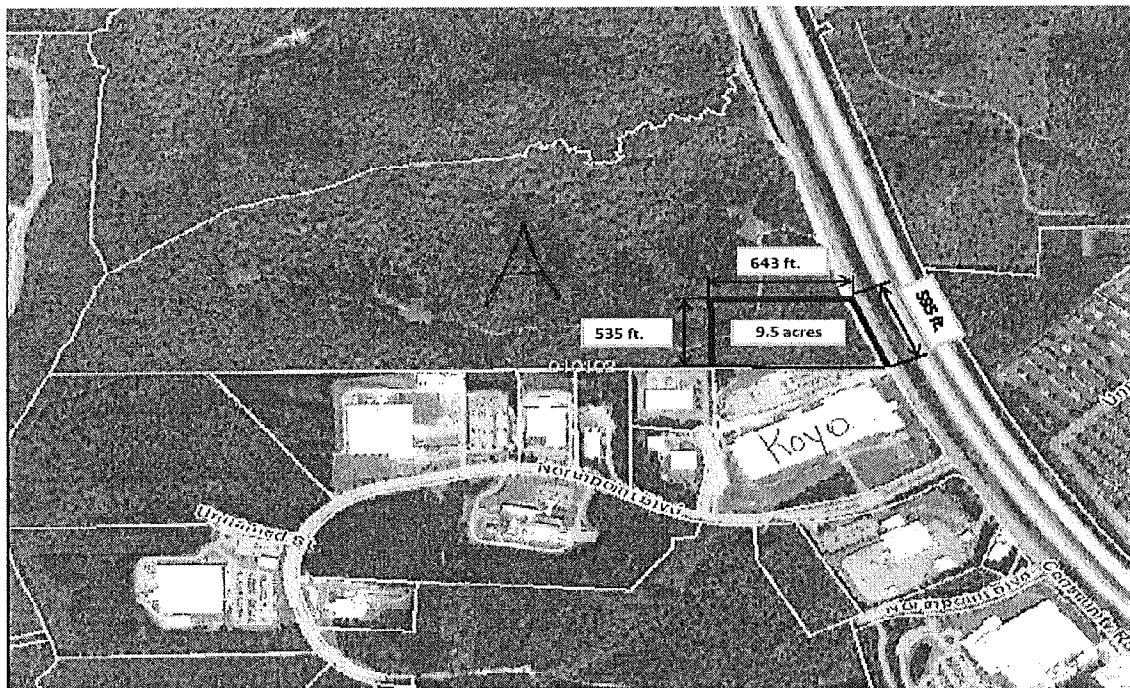
Michelle Onley, Clerk to County Council  
Richland County, South Carolina

READINGS:

First Reading: November 13, 2012  
Second Reading: November 20, 2012  
Public Hearing: December 4, 2012  
Third Reading: December 4, 2012

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

Exhibit "A"



# Richland County Council Request of Action

## **Subject**

Council District Limits Centered on County Maintained Roads [**PAGES 62-87**]

## **Notes**

November 27, 2012 - The Committee recommended that the Council district containing the most houses on the road in question be solely responsible for the entire road maintenance for said road.

## Richland County Council Request of Action

**Subject:** Council District Limits Centered on County Maintained Roads

**A. Purpose**

Establish policy for County Maintained roads located in multiple Council Districts.

**B. Background / Discussion**

Due to recent redistricting, Public Works is preparing to reorganize and update the County roads spread sheets that are utilized to prioritize paving projects. It has come to our attention that some of the new district limits, based upon redistricting, now fall on the centerline of County maintained roads. If we explicitly follow the district lines, portions of some roads, split along the centerline, will fall in more than one district. This could cause difficulties when allocating funds for future projects, as priorities could differ in the adjacent districts, placing the portion of the road in one district on a project but the portion in the adjacent district not being prioritized high enough to be included in the project.

**C. Legislative/Chronological History**

In July 2012, the D&S Committee kept this item in Committee. Council members were to discuss any issues they may have prior to the September Committee meeting and come up with possible solutions regarding this item.

On September 10, 2012, staff from Public Works provided memos to Administration highlighting County maintained paved and dirt roads that are impacted by redistricting. (Memo attached.)

At the September 2012 D&S Committee meeting, this item was deferred to the November 2012 meeting.

**D. Financial Impact**

None

**E. Alternatives**

1. Place any roads split by Council Districts in the district containing the majority of the road.
2. Use the priority rating of the district containing the majority of the road for the entire road.
3. Use the priority rating of the district containing the majority of the road to establish the project priority and require the minority district to participate. [The district that has the most frontage or most lots is considered the majority district. The minority district would have to fund its proportional share.]
4. List roads as they now appear on district maps and determine funding effect when issue arises.
5. Other solutions as determined by Council.

**F. Recommendation**

It is important that projects be constructed to logical termini. Projects should not be terminated midblock and definitely should not be constructed half width. Public Works recommends option 3, use the priority rating of the district containing the majority of the road to establish the project priority and require the minority district to participate.

Recommended by: *David Hoops* Department: *Public Works* Date: *July 17, 2012*

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers Date: 7/19/12  
 Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked) Comments regarding recommendation:  
Recommend alternative 3 based on Public Works Director's recommendation and no additional financial impact created.

**Legal**

Reviewed by: Elizabeth McLean Date: 7/23/12  
 Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
Comments regarding recommendation: Policy decision left to Council's discretion; however, please be mindful that Section 5 of the Voting Rights Act and the preclearance process are in place to ensure that the votes of the citizens are not diluted by placement in any specific district. I know it would not be the intent, but just be careful not to enact any policy that would have the same effect, i.e. the appearance of a different level of service for different districts.

**Administration**

Reviewed by: Sparty Hammett Date: 7/23/12  
 Recommend Council approval  Recommend Council denial  
 Council Discretion (please explain if checked)  
Comments regarding recommendation: Recommend Council approval of option 3 - use the priority rating of the district containing the majority of the road to establish the project priority and require the minority district to participate.



**RICHLAND COUNTY**  
Department of Public Works  
C. Laney Talbert Center  
400 Powell Road

Columbia, South Carolina 29203

Voice: (803) 576-2400 Facsimile (803) 576-2499

<http://www.richlandonline.com/departments/publicworks/index.asp>



**MEMO**

To: Sparty Hammett, Assistant Administrator

From: David Hoops, Director

Date: September 10, 2012

Re: **County Maintained Paved Roads on Council District Borders**

The following paved roads are on council district borders. The exact location and limits can be seen on the attached maps.

<u>Council District</u>	<u>Road</u>	<u>Shared with Council District</u>
1	Riverwalk Way	2
2	Ivy Square Way	7
2	Ivy Square Dr	7
2	Sandmyrtle Cir	7
2	Spring Park Dr	7

<u>Council District</u>	<u>Road</u>	<u>Shared with Council District</u>
2	Tall Shadows Ln	7
2	White Cedar Dr	7
7	Ashley Crest Dr	8
7	Lee Ridge Ct	8
7	Lee Ridge Dr	8
7	Rockingham Rd	8
7	Trowbridge Rd	8
7	Columbia Club Dr W	9
7	Longtown Rd West	9
8	Branson Ct	9
8	Conifer Ct	9
8	Grandview Cir	9
8	Hollingwood Dr	9
8	Hunters Pond Dr	9



<u>Council District</u>	<u>Road</u>	<u>Shared with Council District</u>
8	Lake Carolina Dr	9
8	Legion Dr	9
8	Polo Ridge Cir	9
8	Sesqui Trail	9
8	Wynnewood Rd	10
9	Genessee Valley Rd	10
9	Mallet Hill Rd	10
9	Miles Rd	10
9	Three Bears Rd	10
9	White Birch Cir	10



**RICHLAND COUNTY**  
**Department of Public Works**  
**C. Laney Talbert Center**  
**400 Powell Road**

Columbia, South Carolina 29203

Voice: (803) 576-2400 Facsimile (803) 576-2499

<http://www.richlandonline.com/departments/publicworks/index.asp>



**MEMO**

To: Sparty Hammett, Assistant Administrator

From: David Hoops, Director

Date: September 10, 2012

Re: **County Maintained Dirt Roads on Council District Borders**

The following dirt roads are on council district borders. The exact location can be seen on the attached maps.

<u>Council District</u>	<u>Road</u>	<u>Shared with Council District</u>
1	Bob Dorn Rd	2
2	Boyle Hill Rd	7
2	Wotten Rd	7
3	N. Chelsea Rd	8
4	Eisenhowern Dr	7
7	Overlook Dr	9
9	Spring Creek Rd	10

# Council District Changes - Paved Roads Riverwalk Way - Districts 1 & 2



- Legend**
- July 1, 2011
  - County Parks
  - - - County Utility

Road that is split or  
crosses Council District  
Line  
ParrP  
COURT REPORTER BOARD



000721000-00000000  
 Printed on: 10/10/10  
 10/10/10  
 10/10/10



# Council District Changes - Paved Roads

Ivy Square Dr & Way, Sandmyrtle Cir, Tall Shadows Ln,  
White Cedar Dr- Districts 2 & 7



### Legend

- — — — —
- — — — —
- — — — —
- — — — —
- — — — —

Road that is split or  
here - Council Dist  
Line.

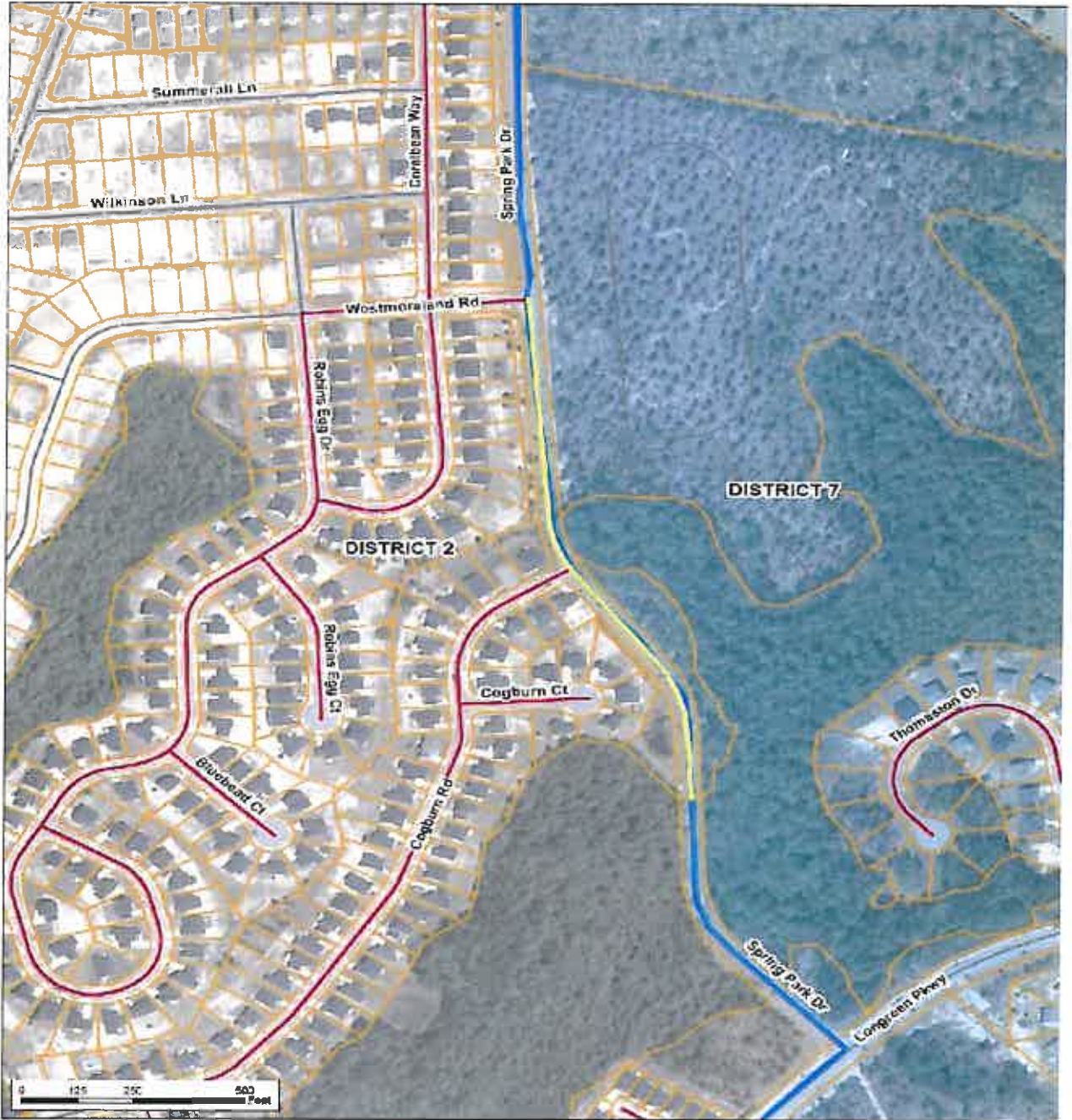
Parcel;  
comm: 11mm: 1m



Robeson County, North Carolina  
 Planning and Zoning Department  
 1200 North Salisbury Street  
 Raleigh, NC 27601  
 Phone: (919) 733-1200  
 Fax: (919) 733-1201  
 Email: info@robesoncountync.gov



# Council District Changes - Paved Roads Spring Park Dr - Districts 2 & 7



Legend

- County Paved
- Unpaved
- Private
- SCDOT

Parcels

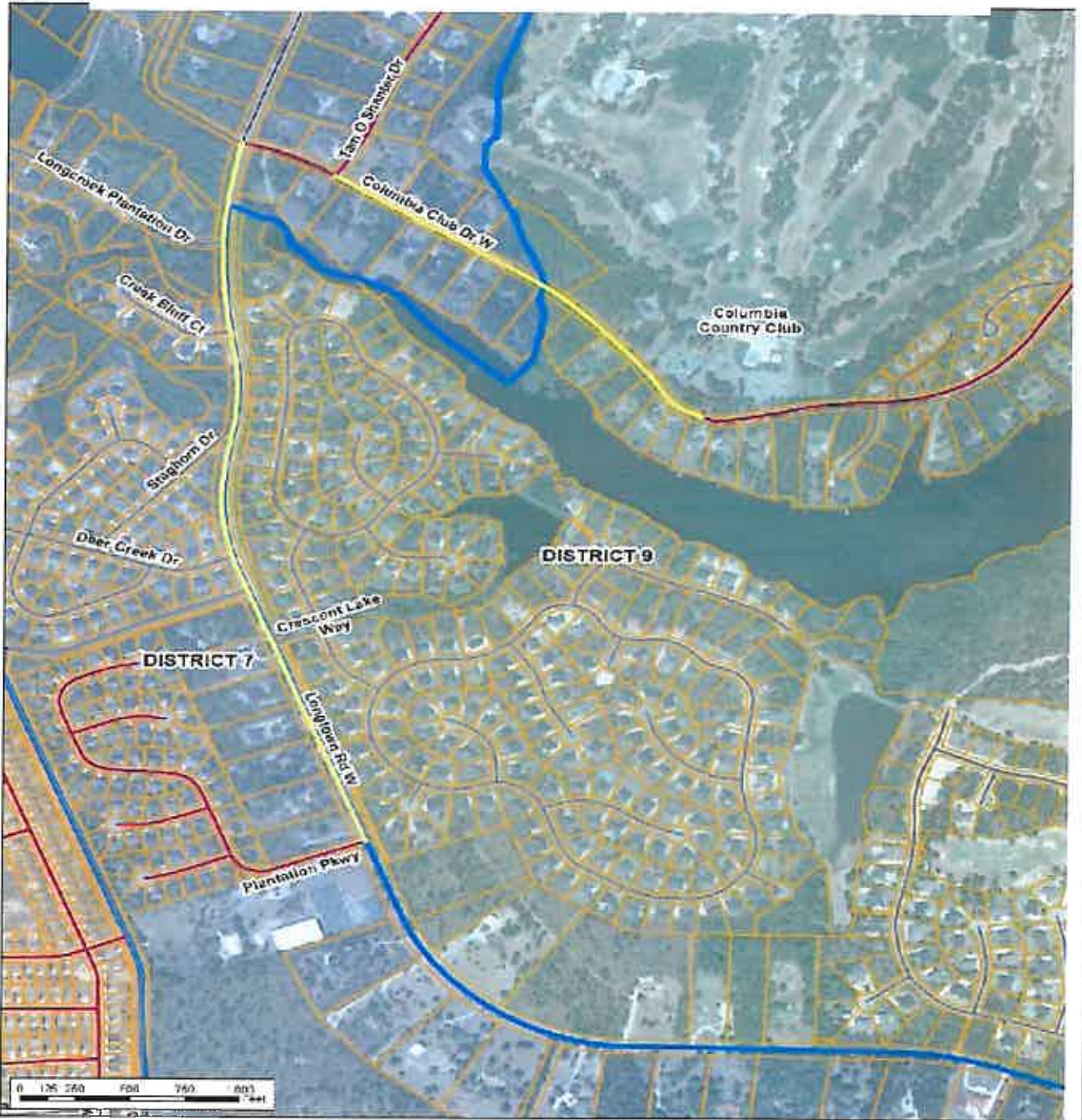
© 2011 ESRI. All rights reserved.



Wake County, North Carolina  
 Planning and Development Department  
 10000 Wake Forest Rd., Raleigh, NC 27615  
 Phone: 919.973.3000  
 Fax: 919.973.3001  
 www.wakecountync.gov



# Council District Changes - Paved Roads Longtown Rd, Columbia Club Dr W- Districts 7 & 9



### Legend

- Interstate
- - - County Paved
- - - Private
- - - SCOOT

- ROI 111 thm plir or hurt Council District
- Lines
- Parcels

**CJ** County of Richland  
Columbia County



Richland County, South Carolina  
Columbia County  
Columbia County  
Columbia County

C-Jilly 1 nVJ



# Council District Changes - Paved Roads

Ashley Crest Dr, Lee Ridge Dr, Lee Ridge Ct,  
Trowbridge Rd - Districts 7 & 8



### Legend

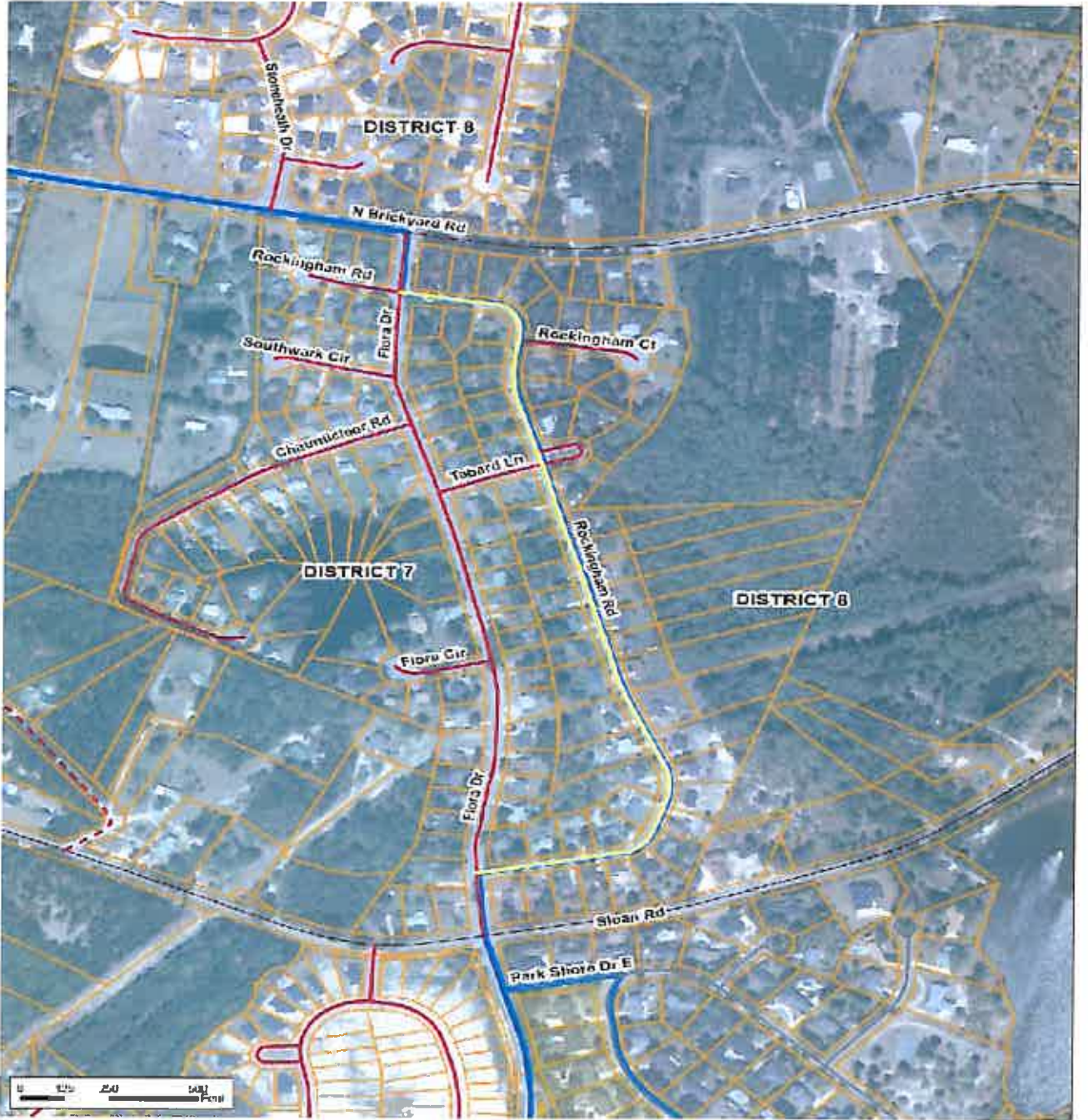
- Intc-r-: tate
- County Puvl<J
- - - County Boundary
- - - Priority
- - - SCDC>T
- 1- < 1 thA1 - pur or
- thurt Cuun< -IO: 114.1
- lines
- Parcel
- Council District Boundary



City of Greenville  
 Planning and Development Department  
 170 South Main Street  
 Greenville, SC 29601  
 (864) 671-1111  
 www.greenvillecountysc.gov



# Council District Changes - Paved Roads Rockingham Rd - Districts 7 & 8



Legend

- County Paved
- County Unpaved
- 1-1-17-18
- sr.noT

sh, p s Council District W

lines

PercA P>

CJ Council Districts



Richland County Council

South Carolina

2017

Richland County Council

South Carolina

2017



# Council District Changes - Paved Roads Wynnewood Rd - Districts 8 & 10



**Legend**

- Council District line
- County Paved
- County Unpaved
- Private
- SCOOT
- Parcels



Map of Council Districts 8 and 10 showing paved roads. The map is a vector-style map with a white background and black lines for roads and district boundaries. The text 'Rutherford County, South Carolina' is visible in the bottom right corner.











# Council District Changes - Paved Roads

Branson Ct, Hollingwood Dr, Polo Ridge Cir,  
Se , Trl - Districts 8 & 9



### Legend

- Interstate
- County Paved
- City Paved
- State
- SCOOT

- Road meter (PIT or
- hMA county (PIT) - Incr
- Lines
- HIGHS

(;=J Council District Boundary



THIS MAP IS A PRODUCT OF THE CITY OF ASHEVILLE, NORTH CAROLINA. THE DATA DISPLAYED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE OF ANY KIND. THE CITY OF ASHEVILLE, NORTH CAROLINA, IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY APPEAR IN THIS MAP. THE CITY OF ASHEVILLE, NORTH CAROLINA, IS NOT RESPONSIBLE FOR ANY DAMAGES OR LOSSES THAT MAY BE INCURRED BY ANYONE USING THIS MAP.

REVIEWED BY: [Name] DATE: [Date]

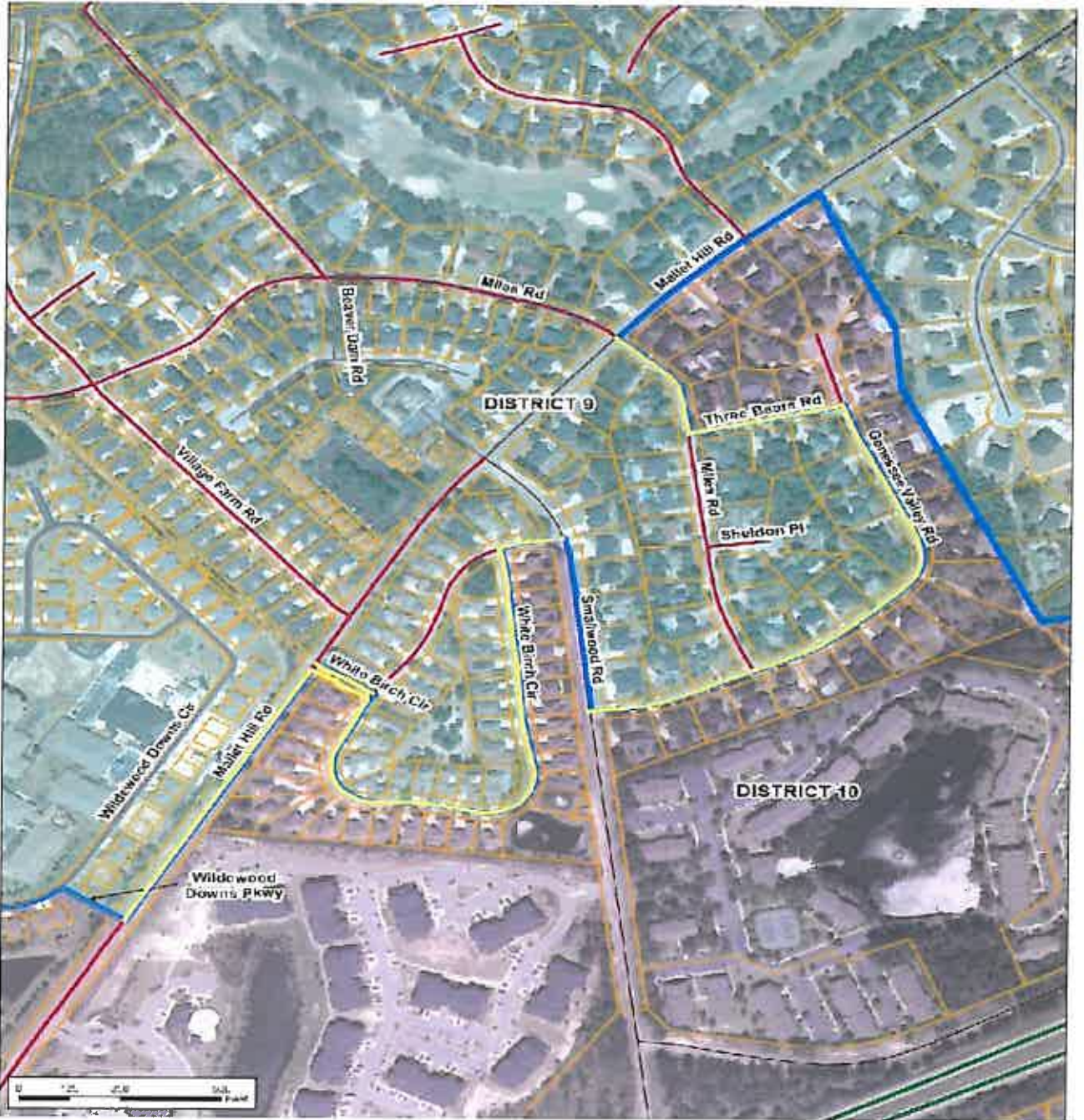
DATE: [Date]

City of Asheville, North Carolina



# Council District Changes - Paved Roads

Genessee Valley Rd, Mallet Hill Rd, Miles Rd,  
Three Bears Rd & White Birch Cir - Districts 9 & 10



- Legend**
- Inters: rate
  - Private
  - SCOOT

World Split  
ha-o Council District  
Lines  
Parcels  
CJ



Optimal...  
City of Grand Island, Nebraska  
City Council  
City Manager



# Council District Changes - Unpaved Roads Bob Dorn Road - Districts 1 & 2

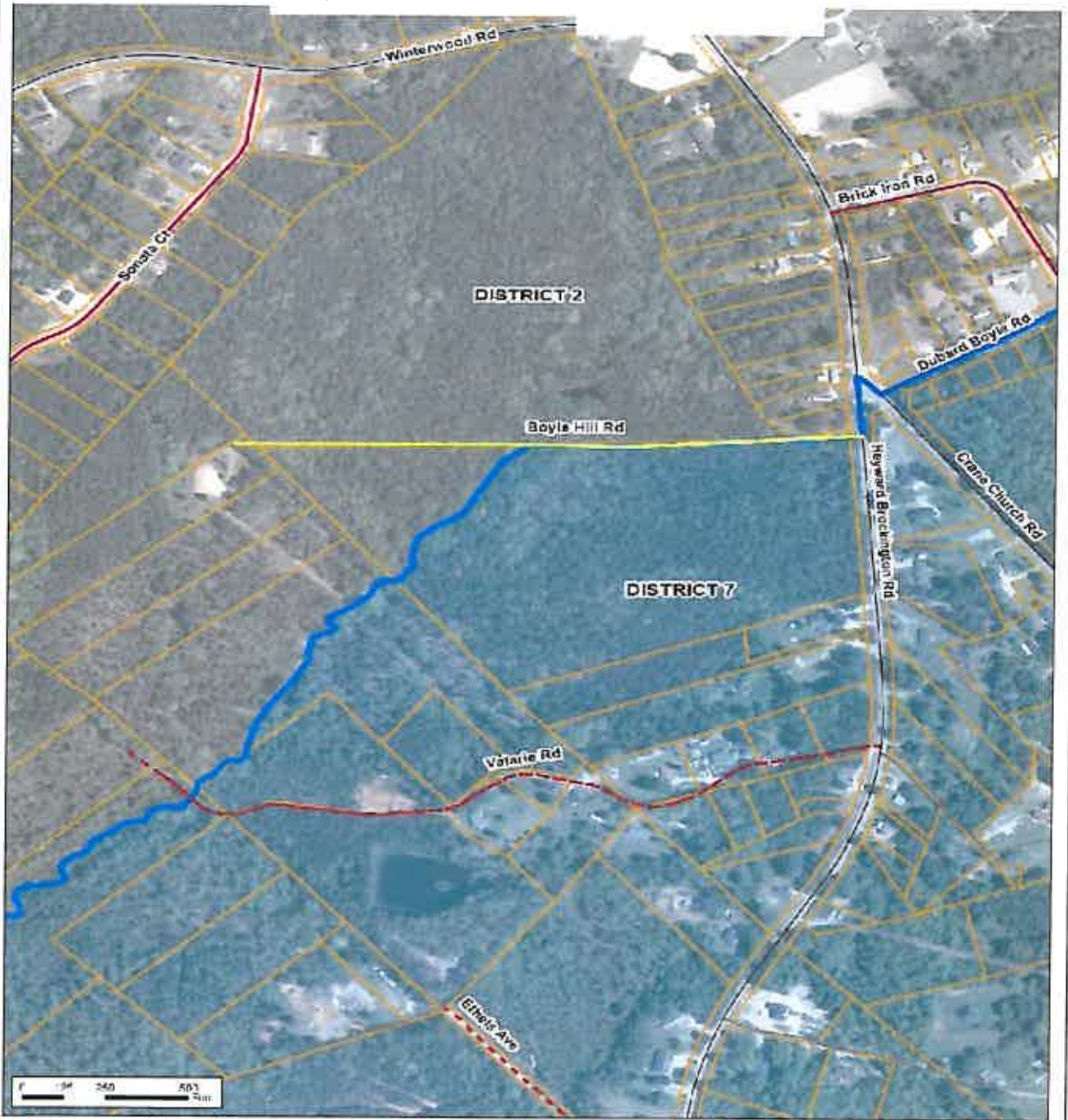


- Legend**
- Interstate
  - County Unpaved Road
  - Private
  - CL
  - RDA
  - County Unpaved Road
  - Private
  - CJ Council District Boundary

OCT 11 2011  
 11:00 AM  
 W 11:00 AM - 11:00 AM  
 11:00 AM - 11:00 AM  
 11:00 AM - 11:00 AM



## Council District Changes - Unpaved Roads Boyle Hill Road - Districts 2 & 7



- Legend**
- - - - - County Paved
  - - - - - Private
  - - - - - SCOOT

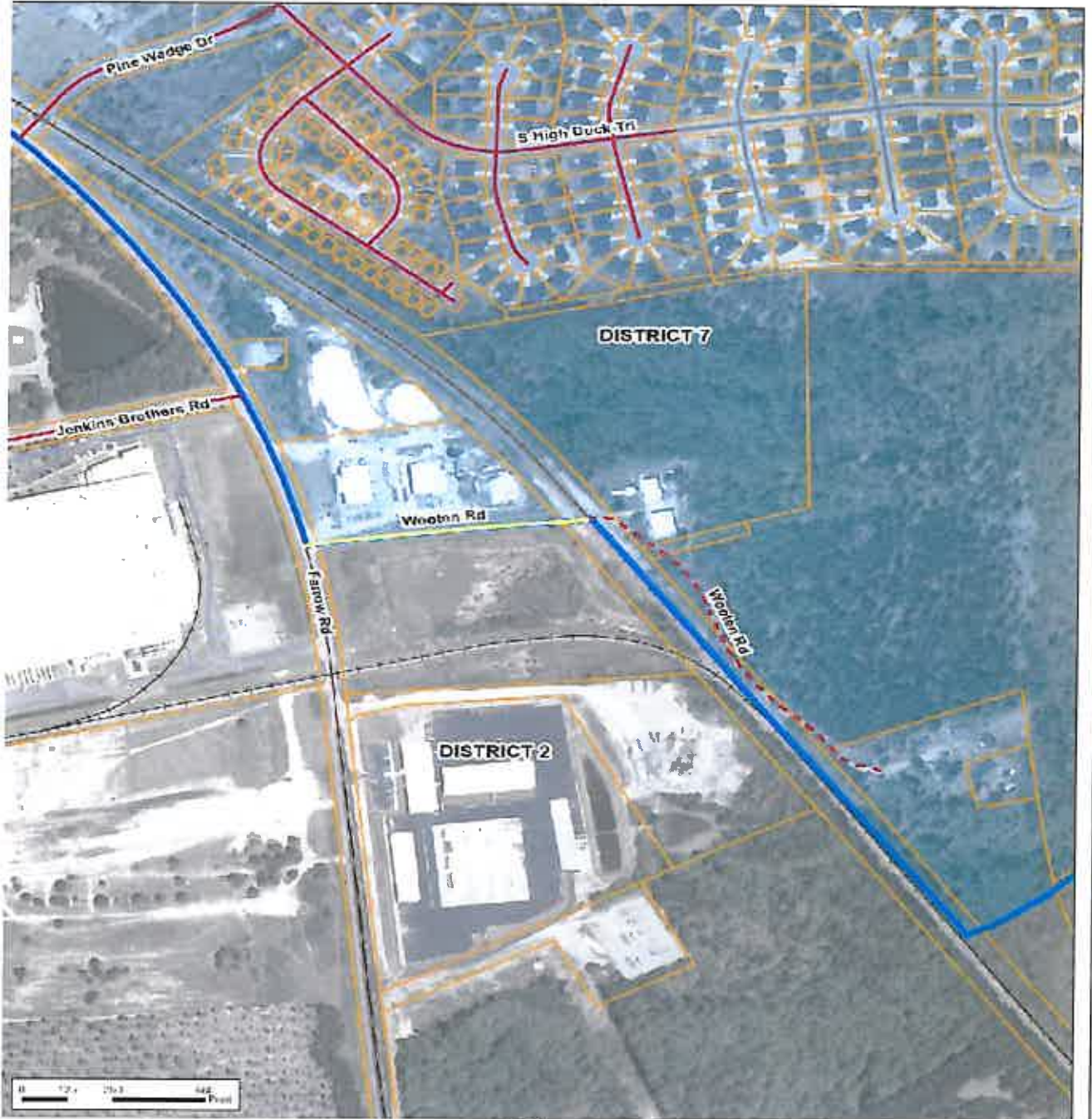
Lowland County  
 2015 Council District  
 Map  
 Prepared by  
 CJ CONSULTING



Map Date: 11/11/15  
 Map Scale: 1" = 100'  
 Map Projection: NAD 83 UTM Zone 18N  
 Map Author: CJ CONSULTING  
 Map Contact: (803) 333-1111  
 Map Copyright: © 2015 CJ CONSULTING



# Council District Changes - Unpaved Roads Wooten Road - Districts 2 & 7



**Legend**

- County - Paved
- - - County - Unpaved
- SCIH
- Row/Right of Way
- Council District Lines
- Council District Boundary



PLANNING AND ZONING DEPARTMENT  
 1000 W. MAIN ST., 3RD FLOOR  
 COLUMBIA, SC 29201  
 TEL: 803.769.2200  
 FAX: 803.769.2201  
 WWW.RICHLANDCOUNTYSC.COM



# Council District Changes- Unpaved Roads N Chelsea Road - Districts 3 & 8



### Legend

- - - County Paved
- - - County Unpaved
- - - Private
- SC DOT
- Parcel
- County Boundary



Richland County, South Carolina  
 Planning and Zoning Department  
 100 North Main Street, Suite 200  
 Columbia, SC 29201  
 Phone: 803.739.1234  
 Fax: 803.739.1235  
 Email: info@richlandcountysc.gov



# Council District Changes - Unpaved Roads Eisenhower Drive - Districts 4 & 7



Legend

- Interstate
- City/County
- County/Utility
- Private
- SCOOT

Parcels

County/Utility



Richland County  
South Carolina  
2017

# Council District Changes - Unpaved Roads Overlook Drive Districts 7 & 9



**Legend**

County Unpaved  
Privately  
SCUUI

Red dashed line  
Council District Boundary

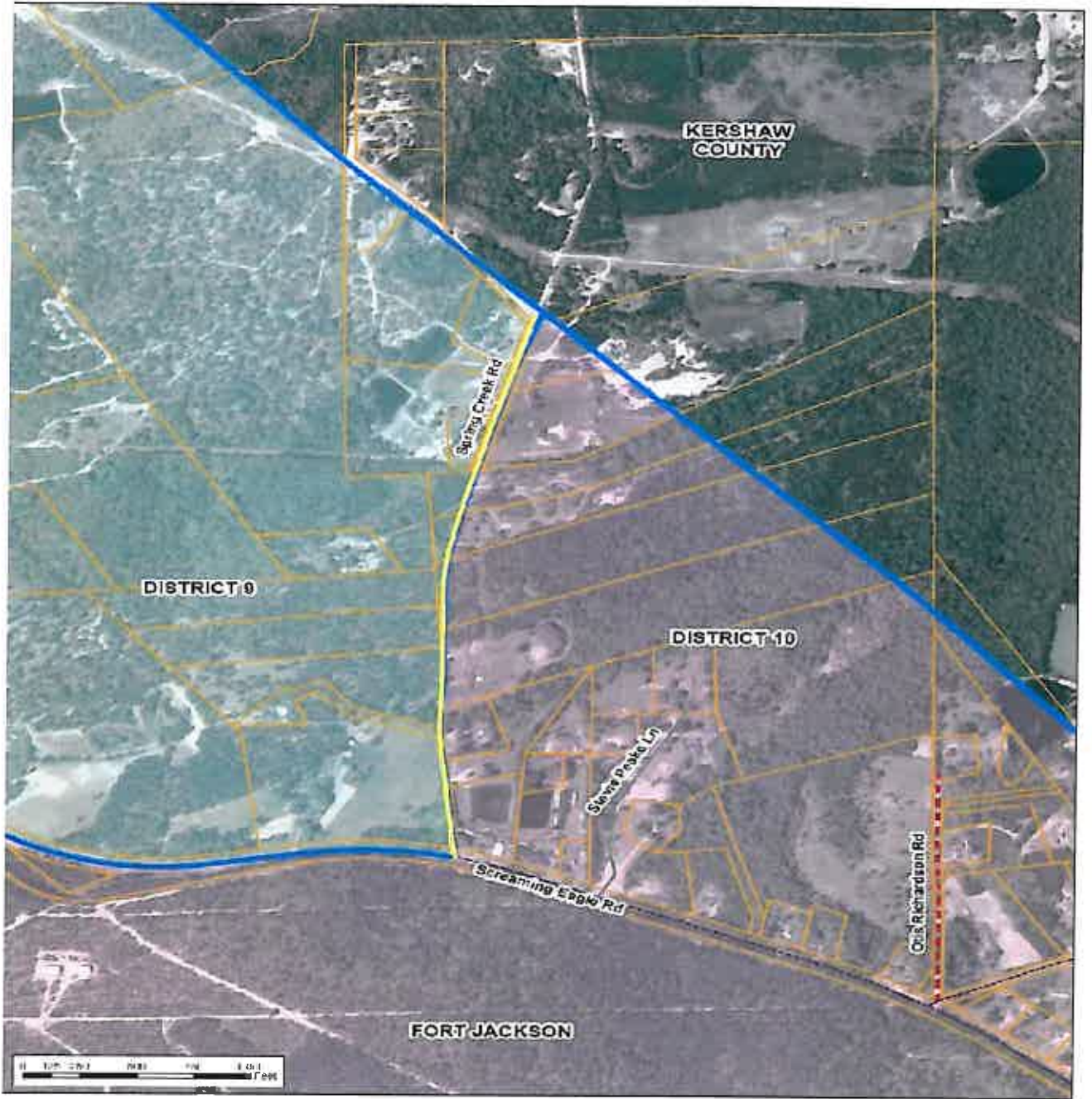
W  
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NEWLAND COUNTY, NORTH CAROLINA  
COUNTY CLERK  
1000 ...  
...



# Council District Changes - Unpaved Roads Spring Creek Road - Districts 9 & 10



- Legend**
- County Paved
  - County Unpaved
  - Private
  - SCOT
  - Council District Boundary
  - Parcels



Richland County, South Carolina  
 Planning and Zoning Department  
 1000 North Main Street  
 Columbia, SC 29201  
 Phone: 803.741.1234  
 Fax: 803.741.1235  
 Email: info@richlandcountysc.gov



**RICHLAND COUNTY**

**Department of Public Works**

**C. Laney Talbert Center**

**400 Powell Road**

**Columbia, South Carolina 29203**

**Voice: (803) 576-2400 Facsimile (803) 576-2499**

<http://www.richlandonline.com/departments/publicworks/index.asp>



**MEMO**

To: Sparty Hammett, Assistant Administrator  
From: David Hoops, Director  
Re: Council District limits on County maintained roads  
Date: November 30, 2012

Per request of Council, the following is the length of the dirt roads on Council District boundaries and the cost to pave those roads:

<u>Road Name</u>	<u>Districts</u>	<u>Length</u>	<u>Total Cost to pave</u>
Bob Dorn Rd	1 & 2	4,291	\$489,200
Boyle Hill Rd	2 & 7	1,904	\$217,100
Wooten Rd	2 & 7	2,018	\$230,100
N Chelsea Rd	3 & 8	2,749	\$313,400
Eisenhower Dr	4 & 7	944	\$107,600
Overlook Dr	7 & 9	4,199	\$478,700
Spring Creek Rd.	9 & 10	3,082	\$351,400

# 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; Section 21-22, Sidewalks; so as to allow the Public Works Department to construct and/or improve sidewalks on all streets, as needed **[FIRST READING] [PAGES 88-96]**

## **Notes**

November 27, 2012 - The Committee recommended that Council authorize expenditure of public funds for repair of sidewalks and upgrading to ADA standards on residential streets.

## Richland County Council Request of Action

**Subject:** Sidewalk Repairs & ADA Upgrades (County Maintained Public ROW on Residential Streets)

### A. Purpose

Richland County is requested to allow Public Works to expend public funds for maintenance and upgrading of sidewalks on all streets (including residential), not just arterial and collector streets.

### B. Background / Discussion

Public Works receives 10 – 20 requests per year for repair of sidewalks on County maintained roads. Public Works is also implementing a program of upgrading existing sidewalks to be in conformance to the Americans with Disabilities Act (ADA) regulations, which we have also received requests to perform.

Richland County regulations (Sec 21-22, attached) limit the use of public funds for construction to sidewalks only on arterial and collector streets. The current Ordinance language is attached along with the proposed ordinance change. Most of the repair requests are from residential streets and ADA upgrades must also be addressed on residential streets.

Sidewalks are typically installed in the public right of way of roads accepted for maintenance by Richland County. The Richland County Planning Code (Sec 26-179, attached) requires installation of sidewalks in most developments. This language is also attached as reference. Richland County Council has adopted a Complete Streets Policy which promotes inclusion of alternate transportation modes such as sidewalks and bike paths in the public right of way. Public Works is responsible for maintenance of the facilities in the public right of ways.

If the policy is not changed, Public Works cannot maintain sidewalks on county maintained *residential* streets and cannot upgrade walks and ramps to ADA compliance on County maintained *residential* streets.

By changing this policy, the County will have the ability to use public funds for sidewalk repairs and ADA upgrades on *all* streets when funds are identified and become available. The estimated annual cost of residential sidewalk repairs is \$20,000 per year, with potentially 900 ramps that need ADA upgrades totaling \$1,350,000 (900 @ \$1,500). Richland County has applied for a SCDOT grant to address a small portion of ADA upgrades across the County in the amount of \$300,955.

If the policy is not changed, repairs and upgrades may take longer to implement and the County may risk incurring financial damages from potential trip and fall claims. These costs cannot be estimated.

### C. Legislative / Chronological History

Staff initiated request. There is no direct legislative history

## D. Financial Impact

There is no direct cost related to this policy change request.

## E. Alternatives

1. Do not authorize expenditure of public funds for repair of sidewalks and upgrading to ADA standards on residential streets.
2. Authorize expenditure of public funds for repair of sidewalks and upgrading to ADA standards on residential streets.

## F. Recommendation

It is recommended that council approve Alternative 2, and authorize the expenditure of public funds for repair of sidewalks and upgrading to ADA standards on residential streets.

Recommended by: David Hoops Department: Public Works Date: September 26, 2012

## G. Reviews

### Finance

Reviewed by: Daniel Driggers

Date: 11/6/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommendation supports the Public Works Director and is based on internal discussions. The ROA is intended to establish consistency between county ordinances, and the Director has identified funding in the Road Maintenance budget.

### Planning

Reviewed by: Tracy Hegler

Date: 11/7/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Legal

Reviewed by: Elizabeth McLean

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion. Please see my recommended wording changes in red on the attached ordinance.

### Administration

Reviewed by: Sparty Hammett

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval to authorize the expenditure of public funds for repair of sidewalks and upgrading to ADA standards on residential streets. Also recommend approval of the amended ordinance with the recommended changes by Legal.



## **Section 21-22. Sidewalks (Current language as of November 2012)**

(a) **Public funds will be used by the county for construction of sidewalks only on arterial and collector streets.** The director of public works shall be responsible for establishing a systematic program for identifying, prioritizing, and implementing sidewalk construction projects. The principal focus for such program will be the safety of children walking to school, to school bus stops, or to neighborhood/ public recreation facilities.

(b) **Sidewalks on local residential streets may be constructed by the county provided that all costs incurred by the county are paid by the property owners on the streets.** Such costs may be included as an assessment on the tax bill of the property owners, to be paid over no more than a fifteen (15) year period with an interest charge equal to that paid by the county for bonds issued to fund construction. The county council may elect to have the total costs, plus interest, of the improvements allocated between the property owners either by a front footage assessment ration, or by each lot being assessed an equal share of the costs and interest. Establishment of this assessment shall require approval of eighty percent (80%) of the property owners.

## **Sec. 26-179. Pedestrian, bicycle, and transit amenities**

(a) *Sidewalks and other pedestrian amenities.*

- (1) *Institutional developments and major residential subdivisions.* All new institutional developments and major residential subdivisions are required to have sidewalks provided along one (1) side of all roads within and abutting the development, except controlled access facilities. The radius of a cul-de-sac shall be exempt from the installation of sidewalks. Sidewalks shall have a minimum width of five (5) feet along external roads abutting the development and a minimum width of four (4) feet along internal roads. A median at least three (3) feet wide, consisting of a grassed area or a planting strip, shall be provided to separate all sidewalks from adjacent curbs or the edge of interior street pavement. Sidewalks shall match the grade or elevation of adjacent sidewalks at the property lines. If there is no adjacent sidewalk, then the sidewalk should be six (6) inches above the adjacent edge of the pavement grade at the property line. Adjustments of the grades specified shall be at the judgment of the engineer of record and specifically approved by the County Engineer. **All sidewalks shall be constructed to the specifications of the public works department and shall meet the minimum requirements of the Americans with Disabilities Act, which are referenced in the County Engineer's "Design Guidelines Road Standards".** Sidewalks that will not be dedicated to the county along private roadways shall have a minimum width of three (3) feet along internal roads, and shall be exempt from ADA compliance if allowed by federal law. The engineer of record shall provide a statement on the plans that certifies that all sidewalks shall be in compliance with ADA standards.

- (2) *Commercial, office, industrial, and PDD districts.* All new development within any commercial, office, industrial, or PDD district is required to provide sidewalks along all sides of abutting roads, except along controlled access facilities. Sidewalks shall have a minimum width of five (5) feet and shall be constructed to the specifications of the public works department. A median strip at least three (3) feet wide, consisting of a grassed area or a planting strip, shall be provided to separate all sidewalks from adjacent curbs or the edge of interior street pavement. The sidewalk shall be six (6) inches above the adjacent edge of the pavement grade at the property line. Adjustments of the grades specified shall be at the judgment of the engineer of record and specifically approved by the County Engineer. **The engineer of record shall provide a statement on the plans that certifies that all sidewalks shall be in compliance with ADA standards.**

**The following amendments were recently added to section 26-179 on October 16, 2012:**

- (5) *Alternative to sidewalk.* If a trail network is designed to be functionally superior or equivalent to a standard sidewalk plan, then it may be used as a viable alternative. Functionality should be assessed based on connectivity, rather than linear feet.
- (6) *Waiver of sidewalk requirement.* Strict sidewalk requirements may be waived on a case by case basis, particularly if connectivity is improved by alternative systems.

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; SECTION 21-22, SIDEWALKS; SO AS TO ALLOW THE PUBLIC WORKS DEPARTMENT TO CONSTRUCT AND/OR IMPROVE SIDEWALKS ON ALL STREETS, AS NEEDED.

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; Section 21-22, Sidewalks; is hereby amended to read as follows:

**Section 21-22. Sidewalks.**

~~(a) Public funds will be used by the county for construction of sidewalks only on arterial and collector streets.~~ The director of public works shall be responsible for establishing a systematic program for identifying, prioritizing, and implementing sidewalk construction, maintenance, and/or improvement projects. The principal focus for such program will be the safety of children walking to school, to school bus stops, or to neighborhood/ public recreation facilities.

~~(b) Sidewalks on local residential streets may be constructed by the county provided that all costs incurred by the county are paid by the property owners on the streets. Such costs may be included as an assessment on the tax bill of the property owners, to be paid over no more than a fifteen (15) year period with an interest charge equal to that paid by the county for bonds issued to fund construction. The county council may elect to have the total costs, plus interest, of the improvements allocated between the property owners either by a front footage assessment ration, or by each lot being assessed an equal share of the costs and interest. Establishment of this assessment shall require approval of eighty percent (80%) of the property owners.~~

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 Washington, Chair

ATTEST THIS THE \_\_\_\_\_ DAY

OF \_\_\_\_\_, 2013.

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Michelle M. Onley  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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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. \_\_\_-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SECTION 21-22, SIDEWALKS; SO AS TO ALLOW THE PUBLIC WORKS DEPARTMENT TO CONSTRUCT AND/OR IMPROVE SIDEWALKS ON ALL STREETS, AS NEEDED.

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; Section 21-22, Sidewalks; is hereby amended to read as follows:

**Section 21-21. Sidewalks.**

~~(a) — Public funds will be used by the county for construction of sidewalks only on arterial and collector streets.~~ The director of public works shall be responsible for establishing a systematic program for identifying, prioritizing, and implementing sidewalk construction, maintenance, and/or improvement projects. The principal focus for such program will be the safety of children walking to school, to school bus stops, or to neighborhood/ public recreation facilities.

~~(b) — Sidewalks on local residential streets may be constructed by the county provided that all costs incurred by the county are paid by the property owners on the streets. Such costs may be included as an assessment on the tax bill of the property owners, to be paid over no more than a fifteen (15) year period with an interest charge equal to that paid by the county for bonds issued to fund construction. The county council may elect to have the total costs, plus interest, of the improvements allocated between the property owners either by a front footage assessment ration, or by each lot being assessed an equal share of the costs and interest. Establishment of this assessment shall require approval of eighty percent (80%) of the property owners.~~

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 M. Onley  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: December 4, 2012 (tentative)  
Second Reading:  
Public Hearing:  
Third Reading:

# Richland County Council Request of Action

## **Subject**

South Paving Contract Award [**PAGES 97-102**]

## **Notes**

November 27, 2012 - The Committee recommended that Council approve the award of the South Paving contract to Cherokee, Inc. for the paving of thirteen (13) County owned and maintained dirt roads.

## Richland County Council Request of Action

**Subject:** South Paving Contract Award

### **A. Purpose**

County Council is requested to approve the award of the South Paving contract to Cherokee, Inc. for the paving of thirteen (13) County owned and maintained dirt roads.

### **B. Background / Discussion**

The Richland County Paving Program was split into two contracts, the North and South Paving contracts. Each contract consists of 10-15 County owned and maintained dirt roads that will be paved. Along with the paving of the dirt roads, improvements to the storm drainage systems will be constructed. The improvements include the use of valley gutters and storm drainage systems.

The South Paving contract for Engineering Services was awarded to Jordon, Jones and Goulding, which was bought out by Jacobs Engineering, in June 2004. The Engineering Services were completed and reviewed by the Engineering Staff at Public Works. The Project was advertised and bid on September 13, 2012. The Engineer's Construction Estimate was \$1,412,117.03, which included a ten (10%) contingency.

The following dirt roads are part of the South paving contract (Districts 10 and 11):

- Adams Jackson Road
- Bill Street
- Burdock Court
- Phoenix Court (Formerly Edward Court)
- Jay Street
- Lakin Road
- Pincushion Lane
- Tennessee Avenue
- Seabrook Avenue
- Short Way
- South Evans Street
- Third Street
- Wilson Nixon Road

There were five (5) bidders for the South Paving contract. Cherokee, Inc. has been determined to be the lowest, responsible, responsive bidder for the project with a bid of \$1,069,361.50. Listed below are the bid amounts for all bidders:

- R&T Grading, Inc. - \$1,165,332.00
- Boggs Paving - \$1,149,797.50
- Sox and Sons - \$1,146,640.10
- Threlko, Inc - \$1,113,726.60
- Cherokee, Inc. - \$1,069,361.50



Richland County Public Works requests to add a 10% contingency to this bid amount in the amount of \$106,936 for any changes that may arise during construction. This brings the total to \$1,176,297.50.

This project is solely being funded by “C” funds allocated by the County Transportation Committee (CTC) and programmed by the SC Department of Transportation. (See attached correspondence from SCDOT.)

**C. Legislative / Chronological History**

- The project was bid on April 5, 2007 with a low bid of \$1,055,278.64 from Sloan Construction Company.
- On May 1, 2007, Council approved the award of the contract.
- In late 2007, the CTC told Richland County that the CTC had expended all of their available funding, and this project was put on hold.
- In early 2010, the CTC stated that they had the funding and Richland County could proceed with the South Contract.
- In late 2010, Richland County started the rebidding process.
- On January 24, 2012, the South Paving project was re-bid with a low bid of \$814,287.00 from RTL Grading.
- An ROA was prepared and forwarded to D&S on February 28, 2012 with a recommendation to award to RTL Grading.
- Council approved the contract to RTL Grading at the March 6, 2012 Council Meeting.
- On April 26, 2012, Richland County received a letter from RTL withdrawing their bid because it had not been awarded within 90 days.
- September 13, 2012, the project was bid again with a low bid of \$1,069,361.50 from Cherokee, Inc.

**D. Financial Impact**

There is no financial impact on the County. CTC funds have been approved to cover the entire contract amount of \$1,176,297.50. The contract will be funded with “C” funds allocated by the CTC and programmed by the South Carolina Department of Transportation (SCDOT).

**E. Alternatives**

1. Approve the request to award the South Paving construction contract to Cherokee, Inc. in the amount of \$1,176,297.50.
2. Do not approve the request to award this construction contract to Cherokee, Inc. in the amount of \$1,176,297.50. Further direction from Council is requested if this alternative is selected.

**F. Recommendation**

It is recommended that County Council award the South Paving contract to Cherokee, Inc. in the amount of \$1,176,297.50 for the paving of thirteen (13) County dirt roads.

Recommended by: David Hoops

Department: Public Works

Date: 9/27/2012

## **G. Reviews**

### **Finance**

Reviewed by: Daniel Driggers

Date: 10/12/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### **Procurement**

Reviewed by: Rodolfo Callwood

Date: 10/12/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### **Legal**

Reviewed by: Elizabeth McLean

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

### **Administration**

Reviewed by: Sparty Hammett

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval of the request to award the South Paving contract to Cherokee, Inc.



October 16, 2012

Mr. J. Stacy Culbreath, P.E.  
Assistant County Engineer  
Department of Public Works  
400 Powell Road  
Columbia, South Carolina 29203

Dear Mr. Culbreath:

I am pleased to inform you that the Richland County Transportation Committee (CTC) has requested the South Carolina Department of Transportation (SCDOT) to budget CTC funds for improvement projects in Richland County.

Per the CTC's approval, funds were increased from \$1,000,000.00 to \$1,176,297.50 for local paving project **C PCN 33503**. The South Paving Project is identified as road improvements to Adams Jackson Road, Bill Street, Burdock Circle, Delaware Street, Jay Street, Lakin Road, Phoenix Court, Pincushion Lane, Quarry Street, South Evans Street, Seabrook Avenue, Short Way, Tennessee Avenue, Third Street and Wilson Nixon Road.

Also \$60,000.00 was allocated to Richland County Public Works for state reimbursement project **C PCN 42233**. This project is identified as the repair of existing sidewalk, as well as bringing all crossings into ADA compliance, along Atlas Road (S-50) starting at Bluff Road and extending to the intersection of Bible Way.

Please note that the Project Control Number (PCN) shown above will identify these projects in our records and should be included on all correspondence.

Richland County Department of Public Works will have full responsibility for the procurement, construction, maintenance, and inspection of these projects. **The County is expected to comply with the requirements set forth in S. C. Code of Laws, Section 12-28-2740 (Supp. 1996), and the SC Consolidated Procurement code regarding construction specifications and procurement procedures.** No bid preferences are allowed unless required by state or federal law.

SCDOT will reimburse CTC funds for eligible project costs up to the amount budgeted by the CTC, based upon the County's submission of the signed Request for Payment Invoice (form enclosed). The Request for Payment Invoice of eligible contract expenditures must be accompanied by detailed documentation of the charges. This documentation may be in the form of a canceled check, contractor's invoice, supplier's invoice, an engineer's pay estimate, or a statement of direct expenses, if County personnel accomplish the work. Each invoice shall be certified true and correct by a duly authorized representative of the County. By submission of the payment request, the agent is certifying that the work and/or materials for which the payment is requested has been incorporated into the above referenced project; that the project has been administered and constructed in accordance with the SC Consolidated Procurement code and with the requirements of S. C. Code Section 12-28-2740 (Supp.

Mr. J. Stacy Culbreath  
Page 2  
October 16, 2012

1996); all work has been inspected and accepted by the County; and that the funds requested will be applied to the purposes for which they are requested.

Attached is a list of **required documentation** to be submitted to the C Program Administration Office at the first request for reimbursement. If any of these requirements are not applicable to the project, then please so indicate on the attached checklist. **Failure to comply with these requirements may result in non-payment of invoices.**

All work on SCDOT right of way must be constructed in accordance with the SCDOT Standard Specifications for Highway Construction. In the event a dispute as to whether the construction complies with the SCDOT Standard Specifications, the decision of the State Highway Engineer shall be final and conclusive. Prior to beginning work on SCDOT right of way, an encroachment permit must be obtained from the SCDOT Resident Maintenance Engineer for Richland County, Tony Magwood, who may be reached at telephone number 803-786-0128.

Prior to beginning work on project C PCN 42233, it will be necessary to certify that the local government will provide, or require the contractor performing the work to provide, a drug-free work place in accordance with S.C. Code of Laws Section 44-107-10, et seq. Please complete the attached certification and return it to SCDOT.

We are pleased to be working with you to make this project successful. If you have any questions, please call me at 803-737-4832.

Sincerely,



Batina Feaster  
Program Coordinator  
C Program Administration

BF:bmf  
Enclosures

# Richland County Council Request of Action

## **Subject**

Contract Renewal for EMS Billing Vendor (Lowcountry Billing) **[PAGES 103-113]**

## **Notes**

November 27, 2012 - The Committee recommended Council approve the addendum to the existing contract with Lowcountry Billing to extend the contract for seven more years, from July 1, 2012 – June 30, 2019.

## Richland County Council Request of Action

**Subject:** Contract Renewal for EMS Billing Vendor (Lowcountry Billing)

### **A. Purpose**

County Council is requested to approve a seven-year contract renewal for Lowcountry Billing to continue providing medical billing and collection services for service dates prior to July 1, 2009 on behalf of the Richland County Emergency Services Department.

### **B. Background / Discussion**

Prior to 2009, Richland County's Emergency Services Department contracted its ambulance billing services solely with Lowcountry Billing.

In May 2009, Richland County contracted with EMS Management & Consultants, Inc. to "provide routine billing, bill processing, and fee collection services" for all accounts initiated on and after July 1, 2009.

On July 7, 2009, the County Administrator signed a Billing Services Agreement with Lowcountry Billing to "provide billing, bill processing, and fee collection services for dates of service prior to July 1, 2009." This Agreement expired June 30, 2010, and was subsequently renewed for one year extensions in June 2010 and June 2011. Please find attached the 2009 Lowcountry agreement for EMS Billing Services.

Part of the collection effort by Lowcountry includes submitting uncollected debts to the State's Setoff Debt / GEAR program. (Setoff Debt involves collecting debts from any tax refunds that the debtor may be due. GEAR involves collecting debts from the garnishing of wages and/or bank accounts.) Richland County chooses to remove inactive debts (debts for which no payments have yet been made) from the Setoff Debt/GEAR program after ten years. A seven year agreement extension is requested because Lowcountry Billing will have debts that need collecting and managing for another seven years, until the end of 2019 (ten years = 2009 – 2019).

As an example: in 2013, only debts that were initiated (by the date of service) between 1/1/2003 and 7/1/2009 will be added to the Setoff Debt / GEAR Program for Lowcountry Billing. (2013 – 10 years = 2003.) In 2019 (seven years from the current contract expiration in 2012), only debts that were initiated between 1/1/2009 and 7/1/2009 – the date at which Lowcountry Billing no longer has debts subject to the terms of the Billing Services Agreement – will be added to the Setoff Debt / GEAR Program. Please see the proposed Third Addendum to Lowcountry's Agreement for EMS Billing Services (Extension) below.

### **C. Legislative / Chronological History**

The chronological history of this issue has been stated above, but is listed succinctly here:

- Up to July 1, 2009 – EMS billing services provided exclusively by Lowcountry Billing.
- April 7, 2009 - Council approved an intermediate contract with Lowcountry Billing Services.

- July 7, 2009 – An Agreement for EMS billing services was signed with Lowcountry Billing to “provide billing, bill processing, and fee collection services for dates of service prior to July 1, 2009.”
- June 28, 2010 – One year extension to Billing Agreement with Lowcountry Billing signed.
- June 30, 2011 – Another one year extension to Billing Agreement with Lowcountry Billing signed.
- Current - 2012 – A Lowcountry Billing Agreement is being requested through 2019.

**D. Financial Impact**

No funds are required to be paid directly from Richland County to Lowcountry Billing for the services provided, nor for the requested extension through 2019. (The company is paid directly out of the funds that are collected by debtors, as set forth in the Billing Services Agreement.)

**E. Alternatives**

1. Approve a seven year agreement renewal with Lowcountry Billing to continue providing services regarding ambulance debt collections.
2. Approve a one year agreement renewal with Lowcountry Billing, and revisit the issue again prior to June 30, 2013 – when the Agreement for Lowcountry Billing expires.

**F. Recommendation**

It is recommended that Council approve an addendum to the existing contract with Lowcountry Billing to extend the contract for seven more years, from July 1, 2012 – June 30, 2019.

Recommended by: Pam Davis                      Department: Business Services                      Date: 11/2/12

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers                      Date: 11/8/12  
 Recommend Council approval                       Recommend Council denial  
 Comments regarding recommendation:

**Emergency Services**

Reviewed by: Michael Byrd                      Date:  
 Recommend Council approval                       Recommend Council denial  
 Comments regarding recommendation: This contract is administered by Finance.

**Procurement**

Reviewed by: Rodolfo Callwood                      Date: 11/13/12  
 Recommend Council approval                       Recommend Council denial  
 Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

**Administration**

Reviewed by: Roxanne Ancheta

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve an addendum to the existing contract with Lowcountry Billing to extend the contract for seven more years, from July 1, 2012 – June 30, 2019.







Lowcountry will provide the County with a monthly financial report, to the County within 10 business days of the last business day of the month. The report shall be in the same form as has been the customary practice during Lowcountry's billing services to the County. Lowcountry shall provide appropriate storage and data back-up for all records pertaining to the County's bills and collections hereunder, accessible to the County during reasonable business hours. Lowcountry will continue to provide secure online web access to account and billing information through the Lowcountry website.

Lowcountry shall maintain records of all services performed and records of all financial transactions, in addition to records of all correspondence with clients and or third parties. Lowcountry shall retain all financial records not tendered or returned to the County at the termination hereof for at least seven (7) years, and retain all Medicare and Medicaid records for seven (7) years. Lowcountry will comply with all applicable State and Federal regulations applicable to third party billers pertaining to the maintenance of patient files, financial records and related reports and documents, including but not limited to confidentiality of records. This undertaking will expressly survive the termination of this Agreement.

Lowcountry shall notify the County of all patient complaints about clinical services within 24 hours of receipt and notify the Client of all patient complaints about billing within ten (10) days of receipt. Lowcountry shall directly advise the County of any notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business.

Lowcountry is appointed as the agent of the County under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. Lowcountry will have no authority to pledge credit, contract, or otherwise act on behalf of the County except as expressly set forth herein.

Lowcountry agrees to use its best business practices to cooperate fully with the County and EMS Management Consultants in the transition of ambulance billing services to EMS Management Consultants and in the resolution of billing problems which may arise due to the transition of ambulance billing services to EMS Management Consultants (i.e. an account being billed by both Lowcountry and EMS Management Consultants).

## **2. COMPENSATION OF LOWCOUNTRY BILLING.**

- (a) Client shall pay a fee for the services of Lowcountry hereunder, on a monthly basis, in an amount equal to *7.5%* of "Net Collections" as defined below (the "Compensation") for the term of the Agreement. Net Collections shall mean all cash and check amounts including electronic fund transfers (EFT's) received by Lowcountry from payers, patients,

attorney's offices, court settlements, collection agencies, government institutions, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, OR any amounts paid directly to the County with or without the knowledge of Lowcountry that are paid, tendered, received or collected each month for the County's transports, less refunds processed or any other necessary adjustments to those amounts. Under normal circumstances, the County will not accept payments.

**3. RESPONSIBILITIES OF CLIENT.**

- (a) Client will provide Lowcountry with demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients, including the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers.
- (b) In addition, Client shall provide medical record documentation necessary to insure proper billing and secure claim payment; secure authorizations and signatures, including consent to treat, assignment of benefits and release of information, and physician certification statements (PCS) forms for all non-emergency transports.
- (c) In addition the Client is to provide Lowcountry with medical records for each incident or patient service rendered for reimbursement [i.e. the Ambulance Call Report (ACR) or Patient Care Report (PCR)].

**4. TERM OF AGREEMENT.**

- (a) This Agreement shall be effective upon execution and shall thereafter continue through June 30, 2010. This Agreement shall be binding upon the parties hereto and their assigns, representatives, heirs and successors. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions, provided below, either for cause or by notice after the initial term, as further defined herein.
  - (i) **Termination for Cause.** Notwithstanding paragraph 5, this Agreement may be terminated by either party at any time for cause based on a material breach of a term or condition hereof by the other party which is not remedied by the other party within thirty (30) days of written notice describing the breach in reasonable detail. "Cause" shall include the following:

- (1) Failure of the County to make timely payments due under this Agreement;
- (2) Any willful damage to property, business, reputation, or good will of the other party hereto;
- (3) Willful injury to any customer, independent contractor, employee or agent of the other party hereto;
- (4) Inattention to or neglect of the duties to be performed by each party, which inattention or neglect is not the result of illness or accident;
- (5) Any breach of any material provision of this Agreement.

**5. RESPONSIBILITIES UPON TERMINATION.**

Upon any termination of this Agreement, and during the period of any notice of termination, Lowcountry will make available to the County or its authorized representatives, paper and electronic tape copies of information regarding open accounts, including accounts referred to an outside collection agency, and non-proprietary information concerning payors and claims processing, (all without additional charge), and will otherwise furnish reasonable cooperation and assistance in any transition to the County or EMS Management Consultants.

**6. PRIVACY.**

Confidentiality. All data and information furnished to Lowcountry by Client shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Lowcountry for the sole use of the parties under the terms of this Agreement. Lowcountry agrees that except as provided otherwise herein, its officers, employees and agents will not disclose to any person, firm or entity other than the County or the County's designated legal counsel, any information about the County, its practice or billing, or any of the patients of the County unless required to do so by Federal, State or local law enforcement authorities within jurisdiction and/or acting under the law and/or under court orders.

**7. GENERAL.**

Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, assigns, and legal representatives.

Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Richland County:

Richland County Government  
Office of Procurement  
Attn: Director  
2020 Hampton Street  
Suite 3064  
Columbia, SC 29204

Lowcountry Billing Services, Inc.:

Complete this portion (LCB)

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

Governing Law. This Agreement and the rights and obligations to the parties thereunder shall be construed and governed by the laws of the State of South Carolina and venue for any proceedings arising hereunder shall be in said state.

Integration of Terms. This instrument constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter.

Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

LOWCOUNTRY BILLING:

RICHLAND COUNTY:

Lowcountry Billing Services, Inc.

Richland County, SC

By: [Signature]

By: [Signature]

Title: Director of Marketing

Title: County Administrator

Date: 7/1/2009

Date: 7-7-09

Witnesses

Witnesses

Jennifer Combs  
\_\_\_\_\_

Rexanne Matthews Ancheta  
[Signature]

# Richland County Council Request of Action

## **Subject**

Town of Eastover Intergovernmental Service Contract to Provide for Eastover Magistrate **[PAGES 114-119]**

## **Notes**

November 27, 2012 - The Committee recommended that Council approve the request to enter into the Intergovernmental Service Contract with the Town of Eastover to provide for Eastover Magistrate Donald Simons to serve as the Town of Eastover Administrative Municipal Court Judge.



## Richland County Council Request of Action

**Subject:** Town of Eastover Intergovernmental Service Contract to Provide for Eastover Magistrate

### **A. Purpose**

County Council is requested to approve an Intergovernmental Service Contract to provide for Eastover Magistrate Donald Simons to serve as the Town of Eastover Administrative Municipal Court Judge.

### **B. Background / Discussion**

In October 2012, the Town of Eastover requested that Richland County Eastover District Magistrate Donald J. Simons serve as the Town of Eastover Administrative Municipal Court Judge.

Judge Donald J. Simons previously served in this position from 1992 until March 2012. A different municipal judge was appointed in 2012. The position is now vacant.

As stated in the attached proposed contract, Judge Simons' duties will be as follows:

- Perform all functions and provide such services to the Town as have been customarily rendered by the Town's Administrative Municipal Court Judge and such other duties and functions shall be performed as mutually agreed upon.
- While actually performing the functions and duties of the Administrative Municipal Judge, Donald H. Simons shall be totally responsible and dedicated to the benefit and objectives to the judicial system of the Town, without interference from or influence by the County, its employees, or its Council.

### **C. Legislative / Chronological History**

- Richland County is legally authorized to contract for services with municipalities, as provided in Section 4-9-40. "Power of county to contract for services within municipalities: "Any county may perform any of its functions, furnish any of its services within the corporate limits of any municipality, situated within the county, by contract with any individual, corporation or municipal governing body, subject always to the general law and the Constitution of this State regarding such matters. Provided, however, that where such service is being provided by the municipality or has been budgeted or funds have been applied for that such service may not be rendered without the permission of the municipal governing body."
- The position of the municipal judge is vacant and Donald J. Simons is eligible to serve as the municipal judge as provided in SC Code of Laws, Section 14-25-25. "Eligibility for judgeship; vacancy in office and temporary absence. A municipal judge shall not be required to be a resident of the municipality by whom he is employed. A municipality may contract with any other municipality in the county or with the county governing body to employ the municipal judge of the other municipality or a magistrate to preside over its court. In case of a vacancy in the office of municipal judge, a successor shall be appointed in the manner of original appointment for the unexpired term. In case of the temporary absence, sickness, or disability of a municipal judge, the court shall be held by a judge of another municipality or

by a practicing attorney or some other person who has received training or experience in municipal court procedure, who shall be designated by the mayor and take the prescribed oath of office before entering upon his duties.”

**D. Financial Impact**

There will be no financial impact to the County. The Town of Eastover will contract to pay the sum of \$355.05 plus FICA and retirement each month to Richland County and said compensation shall be paid to Donald Simons for his services to the Town.

Twelve months of Salary, FICA, and Retirement:

Salary	\$4,261.00
FICA	326.00
<u>Retirement</u>	<u>524.00</u>
Total	\$5,111.00

**E. Alternatives**

1. Approve the request to enter into an Intergovernmental Service Contract with the Town of Eastover to provide for Eastover Magistrate Donald Simons to serve as the Town of Eastover Administrative Municipal Court Judge.
2. Do not approve the request to enter into an Intergovernmental Service Contract with the Town of Eastover to provide for Eastover Magistrate Donald Simons to serve as the Town of Eastover Administrative Municipal Court Judge.

**F. Recommendation**

It is recommended that Council approve the request to enter into an Intergovernmental Service Contract with the Town of Eastover to provide for Eastover Magistrate Donald Simons to serve as the Town of Eastover Administrative Municipal Court Judge.

Recommended by: Donald J. Simons Department: Eastover Magistrate Date: 11-6-2012

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 11/8/12

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: Request is a contractual matter between the County and the Town of Eastover; therefore, is at Council Discretion.

**Legal**

Reviewed by: Elizabeth McLean

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: Please note a few recommended changes in red below.

**Administration**

Reviewed by: Sparty Hammett

Date: 11/15/12

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: Recommend Council approval with the changes recommended by Legal.

**STATE OF SOUTH CAROLINA**

**INTERGOVERNMENTAL  
SERVICE CONTRACT**

**COUNTY OF RICHLAND**

This Agreement made and entered in to between the COUNTY OF RICHLAND, a political subdivision of the State of South Carolina, hereinafter referred to as the “County”, and the TOWN OF EASTOVER, a political subdivision of the State of South Carolina, hereinafter referred to as the “Town”.

WHEREAS, the Town is desirous of providing an efficient and effective municipal court system utilizing the most qualified personnel; and

WHEREAS, the Town desires to utilize the services of Richland County Magistrate, Donald J. Simons for the position of Eastover Municipal Judge: and

WHEREAS, the County is willing to permit Donald J. Simons to serve as the Town of Eastover Municipal Court Judge; and

WHEREAS, both the parties hereto are authorized to enter into the Agreement by virtue of the provisions of Sections 4-9-40 and 14-25-25 of the South Carolina Code of Laws of 1976.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. Donald J. Simons shall serve as the Eastover Administrative Municipal Court Judge.
2. Donald J. Simons shall perform all functions and provide such services to the Town as have been customarily rendered by the Town’s Administrative Municipal Court Judge and such other duties and functions shall be performed as mutually agreed upon.
3. While actually performing the functions and duties of the Administrative Municipal Judge, Donald J. Simons shall be totally responsible and dedicated to the benefit and objectives to the judicial system of the Town, without interference from or influence by County, its employees, or it’s Council.
4. In order to compensate the County for the services of the Richland County Magistrate, the Town shall pay the County the sum three hundred fifty-five (\$355.05) and five one-hundreths dollars per month, the said sum being due on the last day of each and every month that said services are rendered. That said sum shall constitute total compensation to Donald J. Simons for the services provided herein. The Town shall additionally be responsible for all sum for its portion of FICA withholding and retirement and any other sums customarily paid by an employer.
5. That all sums paid to the County for the services of the Richland County Magistrate shall be reimbursed remitted to Donald J. Simons less the deductions set forth in paragraph four above.
6. This agreement may at any time be terminated by the Town Council of Eastover or Donald J. Simons by giving the County thirty (30) days written notice of their desire to terminate the Agreement.

7. The Agreement may be amended, modified, or changed by written agreement of the parties ~~County of Richland~~ and the Town of Eastover reserves the right to increase that portion of compensation rendered to Donald J. Simons for his service without approval of the Richland County.
8. The Town shall ~~render~~ hold the County harmless from any and all claims, demands, and/or actions brought against the town by any person, natural or corporate, arising from any act and/or omission on the part of Donald J. Simons during the course of providing such services to the Town.

IN WITNESS WHEREOF, the County of Richland has caused this Agreement to be executed by the Administrator or Richland County and the Town of Eastover has, by direction of its Mayor, caused the Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, which shall be known as the effective date of this Agreement.

Town of Eastover

County of Richland

\_\_\_\_\_  
Geraldene Robinson  
Mayor

\_\_\_\_\_  
W. Anthony McDonald  
Interim County Administrator

AND I DO SO CONSENT AND  
AGREE:

\_\_\_\_\_  
Donald J. Simons  
Eastover Magistrate

# Richland County Council Request of Action

## **Subject**

Coroner: Request for Council's Permission to Sell a 2005 Ford Explorer [**PAGES 120-123**]

## **Notes**

November 27, 2012 - The Committee recommended that Council sell the 2005 Ford Explorer to Hampton County for \$1. Staff is to provide additional information to Council at the Council Meeting.

## Richland County Council Request of Action

**Subject:** Coroner: Request for Council's Permission to Sell a 2005 Ford Explorer

**A. Purpose**

Council is requested to grant permission to sell a 2005 Ford Explorer to Hampton County, South Carolina.

**B. Background/Discussion:**

The Coroner would like to sell a 2005 Ford Explorer, Unit #DB066, serial number 1FMZU62K45UB53070, to Hampton County, SC for \$3,500.00. This amount is the Blue Book value of this vehicle as provided by Richland County's fleet manager. The Hampton County Coroner is in dire need of a vehicle, and this vehicle is no longer being used by Richland County. If the vehicle is not sold to Hampton County, it will be included in the next group to be auctioned, per the Fleet Manager.

**C. Legislative/Chronological History**

This is a staff initiated item. There is no legislative history.

**D. Financial Impact:**

Richland County will receive \$3,500 from the sale of the vehicle.

**E. Alternatives:**

1. Approve the request to sell a 2005 Ford Explorer to Hampton County, SC for \$3,500. Approval of this request will allow Hampton County to take possession of a much needed vehicle and promote good will between the two counties.
2. Do not approve. If this request is not approved, Hampton County will not take possession of said vehicle.

**F. Recommendation**

It is recommended that Council give its permission to sell the 2005 Ford Explorer to Hampton County for \$3,500.

Recommended by: Coroner Gary Watts Department: Coroner-2400 Date: 11/7/12

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 11/9/12

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: The request is a policy decision for Council on the sale of County property. The County fleet manager has documented that the amount is reasonable (see attached memo). Based on our records, it appears that the County has previously sold vehicles through a competitive sale instead of individual selection. If Council approves, I'd recommend that approval clearly articulate if this

is a one-time approval, or if this is a change in the method of sale to assist staff with future requests.

**Procurement**

Reviewed by: Rodolfo Callwood

Date:

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: Council discretion; sale of county's vehicles has been through competitive process of an auction or a bid. Approval may set a policy; my recommendation is that if approved, the approval is for this one-time request, and not a policy revision.

**Legal**

Reviewed by: Elizabeth McLean

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: Policy decision left to Council's discretion, however, keeping in mind the comments of the Finance Director and the Procurement Director.

**Administration**

Reviewed by: Sparty Hammett

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: Recommend one-time approval of this request to sell the vehicle to Hampton County. The sale will assist another county and per discussion with the Fleet Manager, the County rarely receives the Blue Book value when vehicles are sold.





**Department of Support Services  
Memorandum**



October 17, 2012

To: Daniel Driggers, Richland County Finance Director

From: Bill Peters, County Fleet Manager, Department of Support Services

Subject: **Richland County Unit DB066**

Good day, sir.

The unit that is being considered for the Hampton County Coroner is DB066, a 2005 Ford Explorer, serial number 1FMZU62K45UB53070. The vehicle has been taken out of service from the Richland County Sheriff's Department fleet. The current odometer reading on the vehicle is 127,679 miles. According to the NADA (National Automobile Dealers Association) guide, a fair market value for the vehicle in "average" condition and at the current mileage is \$3,550.00.

In reviewing the history of this vehicle, I have determined that it was involved in two incidents over the course of its service. The first occurred in October, 2006, and involved a repair to the rear bumper and right rear quarter panel. The more serious one occurred in March of this year, involving body damage to the front and rear of the unit resulting from a low speed collision in a drive through. There was no structural or frame damage done to the unit in either incident, the vehicle was placed back in service after each, and is safe to operate. The only major repair was transmission work performed in February, 2012.

In consideration of the further value of the unit to the County fleet, if the unit is not sold to Hampton County, it will be included in the next group to be auctioned. There are sufficient other vehicles here for our own usage, should the need arise for this type of equipment.

Please contact me with any questions or concerns.

Thank you.

A handwritten signature in blue ink that reads "Bill".

Bill Peters  
Richland County Fleet Manager  
Fleet Management Division  
Department of Support Services

cc: Mr. John Hixon, Director, Department of Support Services

# Richland County Council Request of Action

## **Subject**

Pilot Program: Parking Meters at County Administration Building [**PAGES 124-132**]

## **Notes**

November 27, 2012 - The Committee recommended that Council approve a Pilot Program of 3 months with bagged parking meters, better signage, enforcement, and towing. After the 3 months, a report will be brought back to Council, and recommendations will be made at that time.

## Richland County Council Request of Action

**Subject:** Pilot Program: Parking Meters at County Administration Building

### **A. Purpose**

County Council's direction regarding a proposed Pilot Program involving parking meters in the parking lot at 2020 Hampton Street is requested.

### **B. Background / Discussion**

Council Members Seth Rose and Jim Manning presented the following motion at the September 11, 2012 Council meeting:

*Motion that we remove the parking meters in the County's satellite parking lot. The parking lot will be for those doing business at 2020 Hampton Street only and legal notice will stipulate violators of this policy will be towed. In addition, there will be a 2-hour time limit enforced by having those that enter the lot receive a time-stamped ticket.*

The parking lot at 2020 Hampton Street provides parking for County and Health Department employees, departmental vehicles as well as the general public. Currently, Richland County owns and operates 34 meters in the parking lot behind 2020 Hampton Street and 15 metered spaces along Administration Building Drive/Washington Street. Please see attached map, as well as ordinance language for parking on County office property. The meters along Harden and Hampton Streets are under the jurisdiction of, and enforced by, the City of Columbia.

The majority of the County's meters were installed in 2008 as an alternative means of controlling parking, thereby ensuring adequate parking spaces for the public at 2020 Hampton Street. Meters had previously been installed at the parking spaces immediately adjacent to the building along Administration Building Drive/Washington Street, which is in front of Voter Registration.

Prior to the meters, access to the parking lot was controlled by the Sheriff's Department by way of an employee stationed in the parking booth at the lot's entrance. Citizens paid, upon leaving the lot, twenty-five cents for every half hour parked. Logistical problems, including the cost to pay the employee stationed in the booth and the schedule for having the employee work in the booth, eventually made this means of traffic control impractical and the practice was thereby stopped.

For more than a year after the booth was closed, access to the lot was open and parking was free. This quickly became problematic as there was no control over who was parking in the lot, and citizens coming to the Administration Building to conduct business were having trouble finding parking spaces.

To regain control of the parking lot and to ensure that adequate parking space was provided to the public, the County installed 34 meters at the parking spaces closest to the Administration Building. The cost to park at a meter is twenty-five cents per half hour, and the Sheriff's Department issues tickets to those individuals parking in spaces where time on the meters has

expired. Twenty-five cents is a nominal charge, although it helps significantly in the regulation of who parks in the public's parking spaces. The maximum amount a car can park in a metered space is two hours.

The parking booth was removed in the spring of 2012 along with electricity connections. The un-used booth and raised concrete platform created a barrier for ambulance drivers as the entrance and exit lanes were too narrow. With the demolition of the LRADAC Building, there is a potential to add additional parking spaces. Staff is developing a plan for the additional space. The plan will be presented to Council for approval at a later date.

Staff met with Council Members Rose and Manning on Monday, October 29. At that meeting, it was recommended that the parking meters in the (back surface) parking lot and the parking spaces adjacent to the building in front of Voter Registration be bagged so that the public may have free parking for up to two hours while taking care of County business. The Sheriff's Department will be requested to assist with enforcement. Non-compliant vehicles will be towed.

Also at this meeting, it was recommended that better signage regarding parking, including the new towing regulations, be installed throughout / around the 2020 Complex.

A Pilot Program of 3 months with bagged parking meters, better signage, enforcement, and towing is therefore recommended.

After the 3 months, a report will be brought back to Council, and recommendations will be made at that time.

### **C. Legislative/Chronological History**

- January 19, 2010 - Council Member Norman Jackson introduced a motion to have the parking meters removed from the County Administration Building, including the meters on the street around the building if the County has the proper jurisdiction over those meters. This item was sent to the D&S Committee.
- February 23, 2010 – D&S Committee deferred the item to the March 2010 meeting
- March 23, 2010 – The Committee recommended that Council not remove the parking meters. The vote in favor was unanimous.
- April 6, 2010 – County Council voted to not remove the parking meters at the County Administration Building.
- September 11, 2012 – Motion from Council members Rose and Manning mentioned in Section B was introduced to Council, and forwarded to the A&F Committee.
- October 29, 2012 – Meeting with Council Members Rose and Manning and staff to discuss Pilot Program.

### **D. Financial Impact**

The loss of parking meters revenue for 3 months is estimated to be about \$5,000. The meters generate approximately \$20,000 annually, which is utilized for the maintenance of the County's parking facilities at 2020 Hampton Street. Again, despite the financial impact (\$5,000), it

should be noted that the meters were not installed to generate revenue for the County, but to provide better control over the parking lot to ensure the public has access to parking spaces while doing business at 2020 Hampton Street.

The cost to create and install the better parking signage throughout / around the 2020 Complex is also negligible, as these items can be created and installed in-house.

**E. Alternatives**

1. Approve a Pilot Program of 3 months with bagged parking meters, better signage, enforcement, and towing.
2. Do not approve the Pilot Program, and come up with other alternatives.
3. Do not approve the Pilot Program, and leave the parking situation as-is.

**F. Recommendation**

It is recommended that Council approve a Pilot Program of 3 months with bagged parking meters, better signage, enforcement, and towing. After the 3 months, a report will be brought back to Council, and recommendations will be made at that time.

Recommended by: Council Members Rose and Manning

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 11/15/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Pilot program may allow council to determine if desired results are achieved.

**Legal**

Reviewed by: Elizabeth McLean

Date: 11/15/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Policy decision left to Council's discretion.

**Administration**

Reviewed by: Tony McDonald

Date: 11/15/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend approval of the three-month pilot program, following which a report on the success of the program will be brought back to the Council along with a recommendation for a more permanent resolution.

**Below is Ordinance language for parking on County office property. Section 17-2 (b) items 1 through 6 refer to parking meters and (e) refers to enforcement. Section 17-3 refers to the RCSD officers assigned as security officers to issue tickets.**

**Sec. 17-2. Parking on county office property.**

(a) There are hereby established the following regulations to govern use of parking facilities on the grounds of county owned or leased properties:

(1) All parking spaces shall be designated by the county administrator's office for use by employees of the county or for the use of county vehicles or for use by the public. The administrator may impose a reasonable fee for the use of such spaces.

(2) Each vehicle authorized to occupy an assigned employee parking space shall display an official identification decal.

(3) No vehicle without the appropriate decal shall occupy any assigned employee parking space.

(4) No employee shall park a vehicle in any numbered assigned parking space except that assigned to such person and for which a valid decal or temporary permit is displayed as provided herein.

(5) All assignments and decals for employee parking will be issued by the county finance department. No other office, department head, or person shall grant parking assignments.

(6) The first decal will be issued at no charge. This decal shall be placed on the left rear bumper (and left front bumper if two (2) decals are issued). If a decal is desired by an individual for a second or alternative vehicle, the cost per decal will be an amount set by the county finance department, based on the current cost to obtain parking decals. This fee will be paid to the county finance department.

(7) Each department head will submit a list containing the names of those employees who are to be issued decals. This list will include at a minimum: tag number, make of car, color, and office location of the employee.

(8) Each department will notify the finance department when a space is no longer needed or a change in assignment is desired.

(9) Any county employee who resigns or is otherwise terminated from employment shall on the last day of employment return his or her parking card to the county finance department. Failure to do so shall result in the withholding of that employee's last paycheck until such card is returned.

(10) Reserved parking spaces will be provided at the county administration building for use by the county council, department directors, and other personnel. When these spaces are reserved, they will be marked for such use and will become a tow-away zone.

(11) Reserved parking at the county judicial center and in nearby designated areas shall be assigned in priority order as follows:

- a. Permanent judges and judicial officers (location on a seniority basis);
- b. Visiting judges and judicial officers;
- c. Sheriff's department official vehicles;
- d. Other department heads; and
- e. Other personnel designated by department heads (available spaces allocated on a percentage basis, based on the number of employees in the department compared to the number of total full and part-time employees working at the courthouse).

(12) Non-county vehicles shall not be left on county premises for more than 48 hours without notice to a county security officer.

(13) No vehicle shall park in an unauthorized parking space.

(14) No vehicle shall park in a marked fire lane, a bus or taxi zone, a loading zone, a service or maintenance vehicle zone, or a space reserved for sheriff's vehicles unless properly authorized.

(15) No vehicle shall block the ingress or egress of another vehicle, or park in a no parking area or on a sidewalk.

(16) No vehicle shall park in a public or employee handicapped space without displaying proper identification/ authorization.

(17) Repeated violations of parking regulations may result in the suspension of an individual's parking privileges.

(18) Repeated failure to comply with instructions of a county security officer may result in the loss of an individual's parking privileges.

(19) Any vehicle found violating the provisions of this subsection may be towed at the owner's expense or, alternatively, shall be fined ten dollars. Provided, however, any vehicle found in violation of subsection (16) above (parking in a handicapped space), shall be towed at the owner's expense or, alternatively, shall be fined \$200.

(b) There are hereby established the following regulations to govern use of parking meters on the grounds of the county administration building.



(1) The county administrator shall provide parking spaces next to the county administration building for one-hour metered public parking.

(2) No person shall park a vehicle in a one-hour metered public space past expiration of the meter, or cause, allow, or suffer any such vehicle to be so parked.

(3) No person shall park a vehicle on or beyond the lines denoting the limits of any parking space, or cause, allow, or suffer any such vehicle to be so parked.

(4) No employee shall park in a metered public parking space on the grounds of the county administration building.

(5) No non-disabled employee shall park a vehicle in a designated reserved employee handicapped space.

(6) Any vehicle found violating the provisions of this subsection may be towed at the owner's expense or, alternatively, shall be fined five dollars.

(c) Other provisions herein notwithstanding, the county administrator may assign county parking spaces to agencies not under the budgetary and administrative control of the county; provided, however, that:

(1) The county administrator may impose a reasonable fee for the use of such parking spaces;

(2) The county administrator shall have the authority to designate which parking spaces will be made available to such agencies; and

(3) All county parking regulations shall apply to such spaces.

(d) The county administrator's office shall have the responsibility and authority for the administration of the provisions of this section.

(e) The sheriff of the county shall be charged with the responsibility of enforcing the provisions of this section and shall have the responsibility of issuing parking tickets and/or engaging a towing service for any vehicle parked in violation of these regulations; provided that the cost of towing service shall be charged to the registered owner of any vehicle so removed. The parking ticket shall be on a form designated by the county administrator and shall be used by all law enforcement officers for violations of this article.

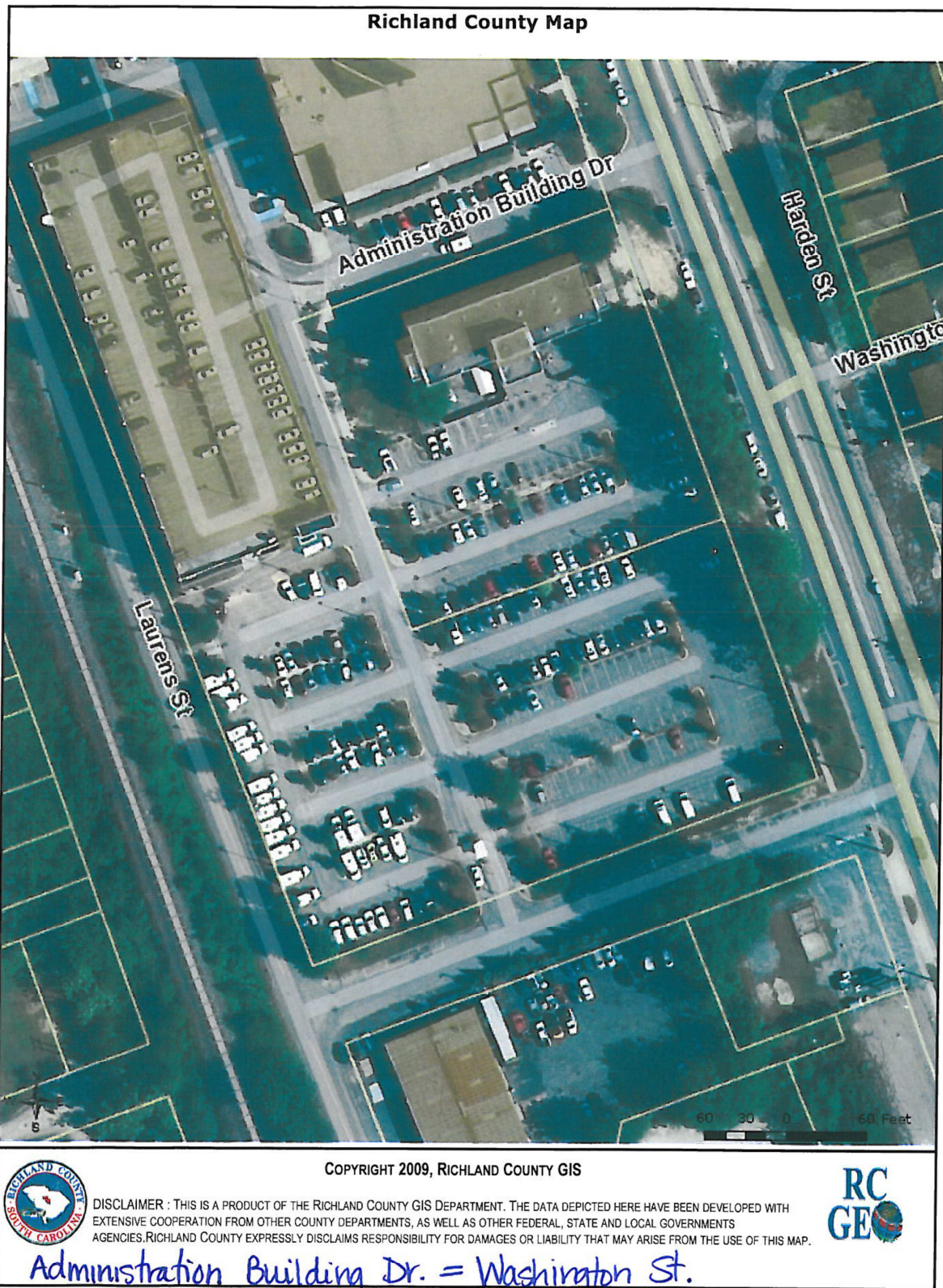
***Sec. 17-3. Sheriff's deputies assigned as security officers to issue tickets.***

(a) Upon detecting any violation of any provision of this chapter, and if a parking ticket is to be issued, a security officer shall report at a minimum:

(1) The location at which the violation occurred;

- (2) The nature of the violation;
  - (3) The date of the violation;
  - (4) The name of the registered owner;
  - (5) The license tag number, make, model, VIN, and color of the vehicle involved;
  - (6) Instructions to report to the Richland County Central Court, including trial date, time, and location;
  - (7) The number of the parking meter, where appropriate;
  - (8) The amount of the fine; and
  - (9) Any other facts, a knowledge of which is necessary to a thorough understanding of the circumstances attending such violation.
- (b) The security officer shall leave the parking ticket with the operator or on the vehicle.

(Code 1976, § 10-3001; Ord. No. 449-77, § 3, 10-26-77; Ord. No. 061-01HR, § I, 9-4-01)



# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to add a Full-Time Paralegal position in the Public Defender's Office **[PAGES 133-138]**

## **Notes**

October 23, 2012 - The Committee recommended that Council convert the Part-Time position to a Full-Time position, which will require a budget amendment, but will be financially neutral.

First Reading: November 13, 2012

Second Reading:

Third Reading:

Public Hearing: November 13, 2012

# Richland County Council Request of Action

**Subject:** Conversion of a Part-time Paralegal Position to a Full-time Paralegal Position

**A. Purpose**

The Circuit Public Defender requests that County Council approve the conversion of a part-time paralegal position to a full-time paralegal position.

**B. Background / Discussion**

The Richland County Public Defender’s Office has one part-time paralegal position in its budget. This position was for an individual working three days (22.5 hours) per week at a yearly salary of \$34,500. The person filling this position has left the employment of this office and Richland County. This position and salary was very specialized (death penalty support work) and we need to convert it to a more generalized paralegal position to more adequately support the core functions of this office.

Starting salary for a **full-time** paralegal in this department is \$28,407.60. The department is currently hiring five new attorneys and filling two existing vacancies which will increase the work load on the paralegal support staff.

The total cost (inclusive of FICA, retirement, medical, dental, and life insurances) for a full-time starting paralegal is estimated at \$39,000 per year. The total cost for the part-time is estimated at \$41,000 per year. The requested conversion will both save money and enhance the ability of this office to accomplish its mission.

There has been no prior action or request for action on this matter.

**C. Legislative/Chronological History**

This is a staff initiated request and has no legislative/chronological history.

**D. Financial Impact**

This request is a cost saving request as the starting salary of a full-time paralegal is cheaper than the currently budgeted part-time position. No funds are needed

Full Name	Salary Acct 511100 & 511300	FICA Acct 512200	Regular Retirement Acct 513100	Health Acct 513300	Dental Acct 513400	Life Acct 513500	Total Cost per Employee
<b>PART TIME (CURRENT)</b>	\$34,500.00	\$ 2,639.25	\$ 3,657.00	\$ -	\$ -	\$ -	\$40,796.25
<b>FULL TIME (PROPOSED)</b>	\$28,407.60	\$ 2,173.18	\$ 3,011.21	\$ 5,231.40	\$ 303.84	\$ 45.12	\$39,172.35

## E. Alternatives

1. Approve this request converting a part time paralegal position to a full time paralegal position. This will allow the department to more completely meet staffing needs at no increased cost to the County.
2. Deny the request and force the department to try and fill a position which was set up prior to the switch to county employee status to accommodate one specific individual who had a specific skill set which is not generally available in the market place.

## F. Recommendation

It is recommended that Council approve the request to convert a part time paralegal position to a full time paralegal position.

Recommended by: Circuit Public Defender Douglas Strickler  
Department: Public Defender  
Date: October 8, 2012

## G. Reviews

### Finance

Reviewed by: Daniel Driggers

Date: 10/11/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: The request is a budgetary request which is at the discretion of Council. Below is some related information for consideration.

- The current method for approval of the departmental position count is through the annual budget
- The Public Defender currently receives funding from the County of approximately \$1.6m. Additional funds are received from the State and Kershaw County
- Council approved the addition of five attorney positions in the FY13 budget
- Based on the ROA, the request would be cost neutral

### Human Resources

Reviewed by: Dwight Hanna

Date: 10/15/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: The request is a budgetary request which is at the discretion of County Council.

### Legal

Reviewed by: Elizabeth McLean

Date: 10/16/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Policy decision left to Council's discretion.

**Administration**

Reviewed by: Sparty Hammett

Date: 10/16/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend Council approval to convert the position in the Public Defender's Office. The conversion of the position would be cost neutral. A budget amendment is required to create a new FT position. If recommended for approval, a budget amendment will be created.



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_-

AN ORDINANCE AMENDING THE FISCAL YEAR 2012-2013 GENERAL  
FUND ANNUAL BUDGET TO ADD A FULL-TIME PARALEGAL POSITION IN  
THE PUBLIC DEFENDER'S OFFICE.

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 one full-time paralegal position be added to the Public Defender's Office and funded through the existing appropriation level. Therefore, the Fiscal Year 2012-2013 General Fund Annual Budget is hereby amended.

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 \_\_\_\_\_, 2012

\_\_\_\_\_  
Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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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**

Authorizing, pursuant to Chapter 6 of Title 31, of the South Carolina Code of Laws, 1976, the execution and delivery of an Intergovernmental Agreement relating to the Columbia Renaissance Redevelopment Plan among Richland County, South Carolina, the City of Columbia, South Carolina, and School District No. 1 of Richland County, South Carolina; and other matters relating thereto **[PAGES 139-175]**

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_

**AUTHORIZING, PURSUANT TO CHAPTER 6 OF TITLE 31, OF THE SOUTH CAROLINA CODE OF LAWS, 1976, THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT RELATING TO THE COLUMBIA RENAISSANCE REDEVELOPMENT PLAN AMONG RICHLAND COUNTY, SOUTH CAROLINA, THE CITY OF COLUMBIA, SOUTH CAROLINA, AND SCHOOL DISTRICT NO. 1 OF RICHLAND COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATING THERETO.**

# SUBJECT TO REVISION

## INTERGOVERNMENTAL AGREEMENT (Columbia Renaissance Redevelopment Plan)

This **INTERGOVERNMENTAL AGREEMENT** (the "Agreement") is dated as of this \_\_\_\_ day of \_\_\_\_\_, 2012, and is by and among **RICHLAND COUNTY, SOUTH CAROLINA**, a corporate body politic and a political subdivision of the State of South Carolina (the "County"), **SCHOOL DISTRICT NO. 1 OF RICHLAND COUNTY, SOUTH CAROLINA**, a school district and political subdivision of the State of South Carolina (the "School District"), and the **CITY OF COLUMBIA, SOUTH CAROLINA**, a municipal corporation and a political subdivision of the State of South Carolina (the "City," and together with the County and the School District, the "Parties" and each individually, a "Party").

### WITNESSETH:

(a) Pursuant to the "Tax Increment Financing Law," now codified in Sections 31-6-10 to 31-6-120 (herein the "Act") of the South Carolina Code of Laws of 1976, as amended (the "S.C. Code"), the governing bodies of incorporated municipalities within the State of South Carolina are vested with all powers consistent with the South Carolina Constitution necessary, useful, and desirable to enable them to accomplish redevelopment in areas which are or threaten to become blighted.

(b) The City caused to be prepared and adopted in 2010 a redevelopment plan entitled, "Columbia Renaissance Redevelopment Plan," attached hereto as Exhibit A (the "Original Renaissance Redevelopment Plan"), which contains a statement of objectives of the City with regard to such Renaissance Redevelopment Plan. As described further below, the City now proposes to approve certain amendments to the Original Renaissance Redevelopment Plan. The proposed amendments to the Original Renaissance Redevelopment Plan are attached hereto as Exhibit B (such amendments being referred to as the "Renaissance Plan Amendments"). The term "Renaissance Redevelopment Plan" as used herein shall refer to the Original Renaissance Redevelopment Plan as amended by the Renaissance Plan Amendments.

(c) The Renaissance Redevelopment Plan provides a comprehensive program for the redevelopment of certain areas of the City that are defined and described in the Renaissance Redevelopment Plan, namely the "Columbia Renaissance Redevelopment District" (the "Renaissance Redevelopment Project Area").

(d) The Renaissance Redevelopment Plan provides for or describes, as applicable: (i) a generic and functional list of the types and nature of projects that may be undertaken within the Renaissance Redevelopment Project Area (the "Renaissance Redevelopment Projects"); (ii) various parcels of real property to be included within the Renaissance Redevelopment Project Area; (iii) the issuance of "obligations" within the meaning of the Act, the proceeds of which will be used to finance or refinance the costs of the Renaissance Redevelopment Projects, as contemplated herein (the "Obligations"); and (iv) the duration of the Renaissance Redevelopment Plan. Exhibit C attached hereto contains a list of specific projects, together with the estimated costs thereof, that are within the scope of the Renaissance Redevelopment Projects and which the Parties have expressly approved pursuant to this Agreement (the "Pre-Approved Renaissance Redevelopment Projects"). The term "Obligations" as used herein includes only those obligations issued to pay all or a portion of Maximum Project Costs defined in Section 6(a) hereof.

## SUBJECT TO REVISION

(e) Section 31-6-80 of the Act provides that before a municipality approves any redevelopment plan under the Act, the governing body of such municipality must hold a public hearing on the redevelopment plan after published notice in a newspaper of general circulation in the county in which the municipality and any taxing district affected by the redevelopment plan are located not less than 15 days and not more than 30 days prior to the hearing.

(f) The aforesaid section further provides that not less than 45 days prior to the date set for the public hearing, the municipality shall give notice to all taxing districts of which taxable property is included in the redevelopment project area, which notice also shall include such other matters required by the Act.

(g) After appropriate and timely notice to the County and the School District, the City approved the Original Renaissance Redevelopment Plan on February 17, 2010. The County and School District, at or prior to the time of such approval, objected to and did not consent to participate in the Original Renaissance Redevelopment Plan.

(h) Since the approval of the Original Renaissance Redevelopment Plan, the Parties have negotiated terms and conditions under which the County and the School District are willing to participate in the Renaissance Redevelopment Plan. In connection with such negotiations, the City has agreed (1) to amend the Original Renaissance Redevelopment Plan to shorten the maximum term thereof and reduce the percentage at which the County and the School District will participate thereunder, and (2) to enhance timely reporting to the County and the School District of information related to the Renaissance Redevelopment Plan and the Renaissance Redevelopment Projects. The Parties have further agreed to create and empower an oversight committee to represent the on-going interests of the Parties.

(i) Accordingly, the Parties hereto are now entering into this Agreement to memorialize the terms and conditions under which the Parties will participate in the Renaissance Redevelopment Plan. Each Party acknowledges that this Agreement is supplemental and in addition to the Renaissance Redevelopment Plan, and is expressly intended to create contractual rights enforceable by the Parties with respect to the Renaissance Redevelopment Plan, all as provided in Section 11 hereof.

**Section 1. Representations and Warranties of the Parties.** Each of the Parties represents and warrants that:

(a) It has the full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement;

(b) It has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement; and

(c) This Agreement constitutes a legal, valid, and binding obligation of it, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

# SUBJECT TO REVISION

**Section 2. Acknowledgments; Approval of and Consent to Renaissance Plan Amendments.** (a) The County and School District acknowledge and agree that the City gave appropriate and timely notice to the County and School District of the adoption of the Original Renaissance Redevelopment Plan and the Renaissance Plan Amendments.

(b) The City acknowledges and agrees that the County's and the School District's participation in the Renaissance Redevelopment Plan is conditioned upon the terms and conditions established herein, including the specific content of the Renaissance Plan Amendments as attached hereto, and that neither the County nor the School District would consent to such participation in the absence of this Agreement.

(c) The County and the School District hereby approve and consent to the Renaissance Plan Amendments, but only if and to the extent that the Renaissance Plan Amendments are approved by the City in exactly the form attached hereto as Exhibit B. The City agrees that the County and the School District shall have the right to approve or reject any changes that may be required to be made to the Renaissance Plan Amendments prior to final approval thereof.

(d) The County and School District expressly acknowledge that the City will be issuing the Obligations in reliance upon the undertakings and agreements of the County and School District set forth herein, and hereby consent to the City's issuance of the Obligations, as contemplated by the Renaissance Redevelopment Plan, subject to the terms of this Agreement.

**Section 3. Renaissance Oversight Committee.** (a) Establishment of Renaissance Oversight Committee. The Parties will cause the establishment and maintenance of the Renaissance Oversight Committee (the "Renaissance Oversight Committee") which will review, comment on, provide advice, and have certain approval powers with respect to the operation and affairs of the Renaissance Redevelopment Project Area and the Renaissance Redevelopment Projects as provided in this Agreement. The Renaissance Oversight Committee will consist of twelve members, each of whom shall represent the interest of the Party appointing such member, as follows: (i) four members representing and appointed by the City; (ii) four members representing and appointed by the County; and (iii) four members representing and appointed by the School District. In appointing one of its four members to the Renaissance Oversight Committee, each Party shall consider recommendations from the Greater Columbia Chamber of Commerce, provided, however, that such recommendations are not binding and such recommendations must include only persons who are then active in the business community.

(b) Term. Each member of the Renaissance Oversight Committee shall serve at the pleasure of the Party that appointed such member.

(c) Relationship to Innovista Oversight Committee. The members of the Renaissance Oversight Committee and the members of the Innovista Oversight Committee created pursuant to that certain Intergovernmental Agreement (Innovista Redevelopment Plan) among the Parties, dated the date hereof and relating to the Innovista Redevelopment Project Area, shall consist of the same appointees. The Renaissance Oversight Committee and the Innovista Oversight Committee shall be fully empowered to meet as a single body and, in a single meeting, receive such information and take such action as it deems appropriate with respect to both the Renaissance Redevelopment Project Area and the Innovista Redevelopment Project Area.



## SUBJECT TO REVISION

(d) Membership Criteria. Each Party will use its best efforts to ensure that the overall membership of the Renaissance Oversight Committee is diverse with respect to ethnicity, culture, and gender. The Parties will also cooperate in an effort to cause the Renaissance Oversight Committee to contain: (i) at least one member with a professional background in finance; (ii) at least one member with a professional background in real estate development; (iii) at least one member with a professional background in engineering or architecture; and (iv) at least one member who is actively involved in the business community in Richland County. At least one member selected by each of the Parties shall be a member of the administrative or finance staff of that Party. In the event that a Party selects a person who serves on the governing body of that Party to serve as a member of the Renaissance Oversight Committee, such person shall be serving in an ex officio capacity as a part of his official duties but shall be entitled to full participation and voting rights. Each member of the Renaissance Oversight Committee that is not an elected official shall be required to provide full disclosure in writing of all actual or potential conflicts of interest that such member may have with respect to the business and affairs of the Renaissance Oversight Committee and the Renaissance Redevelopment Projects.

(e) Reporting Requirements. Not later than each December 1 following the end of each fiscal year of the City (the "Fiscal Year") during the duration of the Renaissance Redevelopment Plan, the City will provide to the Renaissance Oversight Committee and to both the County Administrator and the Superintendent of the School District information summarizing the business and financial aspects of the activities conducted within the Renaissance Redevelopment Project Area. Such information shall be provided in substantially the form attached hereto as Exhibit D and shall include, at a minimum and without limitation, the following information:

(i) based on timely receipt of such information from the County (including, particularly, the County Auditor, the County Assessor or the County Treasurer, as the case may be), (1) the then-current total equalized assessed value of the Renaissance Redevelopment Project Area, as defined in and described by the Act; (2) the amount of the incremental tax revenues attributable to the Renaissance Redevelopment Project Area that have been collected from the levy imposed by each Party during such Fiscal Year together with the amounts paid to each Party; and (3) the amount of the incremental tax revenues remitted to the City to be deposited in the special tax allocation fund established in connection with the Renaissance Redevelopment Plan (the "Special Tax Allocation Fund") during such Fiscal Year;

(ii) an itemized description of the expenditures during such Fiscal Year from the Special Tax Allocation Fund and from the proceeds of any series of Obligations with cross-references to the Renaissance Redevelopment Project being implemented thereby;

(iii) the outstanding principal balance of and debt service requirements on all Obligations as of the last day of the Fiscal Year to which such report relates; and

(iv) an estimated budget for debt service on Obligations and for amounts of incremental tax revenues to be spent on Renaissance Redevelopment Projects during the upcoming Fiscal Year with cross-references to the Renaissance Redevelopment Project being implemented.

## SUBJECT TO REVISION

The County shall coordinate with the County Assessor, the County Auditor, and the County Treasurer, and shall use its best efforts to cooperate with the City, to promptly provide information reasonably requested by the City no later than October 1 of each year in order for the City to satisfy its reporting obligations described herein. Any direct costs incurred by the County Assessor, the County Auditor, or the County Treasurer in complying with such requests shall be payable from available incremental tax revenues in the Special Tax Allocation Fund. The information required under Sections 3(e)(ii) and (iii) above shall be either (1) verified by an independent third-party firm of certified public accountants selected by the Renaissance Oversight Committee (provided that the costs and expenses of such verification may be payable from incremental tax revenues in the Special Tax Allocation Fund, if then available) or (2) included as a supplemental report within the audited financial report of the City for such Fiscal Year, in either case provided to the Renaissance Oversight Committee on or before February 1 following the end of such Fiscal Year.

(f) Right of City to Implement Renaissance Redevelopment Plan; Approval of Pre-Approved Renaissance Redevelopment Projects. The City shall have the right to implement the Renaissance Redevelopment Plan, including but not limited to the issuance of Obligations, in accordance with its stated terms and the terms and conditions of this Agreement without further approval by the Renaissance Oversight Committee. The Parties hereby approve the Pre-Approved Renaissance Redevelopment Projects. The City shall have the right to acquire, construct, improve, equip, finance, and otherwise implement the Pre-Approved Renaissance Redevelopment Projects as described in Exhibit C hereto without further approval by the Renaissance Oversight Committee or the Parties.

(g) Role of Renaissance Oversight Committee. The Parties acknowledge that the Renaissance Redevelopment Plan includes generic and functional descriptions of the Renaissance Redevelopment Projects. Exhibit C hereto provides a detailed list of the Pre-Approved Renaissance Redevelopment Projects. It is the specific intention of the Parties that: (1) any modifications of the Pre-Approved Renaissance Redevelopment Projects that are consistent with the generic and functional description of the Renaissance Redevelopment Projects set forth in the Renaissance Redevelopment Plan must be approved by the Renaissance Oversight Committee; and (2) any amendments to the generic and functional description of the Renaissance Redevelopment Projects contained in the Renaissance Redevelopment Plan must be approved pursuant to the procedures set forth in Section 31-6-80 of the Act. The Pre-Approved Renaissance Redevelopment Projects and any modifications thereto that are hereafter approved by the Renaissance Oversight Committee as provided by this Agreement are collectively referred to as the “Approved Renaissance Redevelopment Projects.” In light of the foregoing, the Renaissance Oversight Committee shall have the following purposes and powers:

(i) to approve any modifications to the Approved Renaissance Redevelopment Projects that may be requested by the City and that do not require an accompanying amendment to the generic and functional list of the Renaissance Redevelopment Projects contained in the Renaissance Redevelopment Plan;

(ii) to approve any reordering of the prioritization (if any) of the Approved Renaissance Redevelopment Projects that may be requested by the City;

(iii) to approve reallocations as described in Section 6(a) of this Agreement that may be requested by the City;

## SUBJECT TO REVISION

(iv) to recommend the disposition of Surplus Revenues (as defined in Section 6(b) of this Agreement), which recommendation will be subject to approval by the governing bodies of each Party, including (A) the use of Surplus Revenues to prepay or defease outstanding Obligations, to the extent that such Obligations are then subject to prepayment or defeasance; (B) the use of Surplus Revenues to fund Approved Renaissance Redevelopment Projects; or (C) the release of Surplus Revenues to participating entities;

(v) to provide other related recommendations and oversight functions as necessary and appropriate; and

(vi) to approve any request by the City that a portion of the Aggregate Annual TIF Revenues (as defined in Section 4(e)(iv) of this Agreement) be used to pay for maintenance of one or more Approved Renaissance Redevelopment Projects, subject to the provisions of Section 7 of this Agreement.

To clarify, the Renaissance Oversight Committee shall have the right to exercise the approval powers described in clauses (i), (ii), (iii), and (vi) above only upon request by the City, and shall not have the power to approve any of the described modifications, reorderings, reallocations, or expenditures on its own motion.

(h) Supermajority Requirement. With respect to matters requiring “approval” by the Renaissance Oversight Committee described in Section 3(g)(i), (ii), (iii), and (vi) above, such approval shall require a supermajority vote such that: (i) at least nine of the members vote in favor of the matter, and (ii) at least three members representing each Party vote in favor of the matter.

(i) Limitation on Powers of Renaissance Oversight Committee. Notwithstanding the provisions of Section 3(g) above, the approval of the Renaissance Oversight Committee shall not be required in order for the City to take any action that is required to comply with any applicable federal or state law or regulation or any order or judgment of a court or other administrative or regulatory body, or to sell or otherwise dispose of any real property acquired with incremental tax revenues or proceeds of Obligations, provided the proceeds from such sale or other disposition are deposited into the Special Tax Allocation Fund.

(j) Organizational Matters Relating to Renaissance Oversight Committee. The Renaissance Oversight Committee shall establish rules and procedures for the conduct of its business (the “Procedures”), which Procedures shall be approved by each Party. The Renaissance Oversight Committee shall hold regular meetings at least once in each calendar quarter and shall be entitled to call special meetings as set forth in the Procedures. Any matter requiring affirmative action, whether a recommendation or approval, by the Renaissance Oversight Committee must be conducted at a duly called and scheduled meeting at which a quorum is in attendance, with a “quorum” meaning at least nine members in total and at least three members representing each Party. The Renaissance Oversight Committee shall, in the Procedures, establish attendance requirements and the method by which the Renaissance Oversight Committee shall elect a chairman, a vice-chairman, and a secretary whose primary responsibility shall be to record the attendance of the members and provide written minutes of each meeting. The Procedures shall include a process to ensure compliance with the requirements of the Freedom of Information Act.

## SUBJECT TO REVISION

**Section 4. Limited Participation; Term.** (a) Participation. As used herein, the term “Participation,” with respect to each Party, means that specified percentage set forth in paragraph (d) below of the collections of incremental tax revenues attributable to the respective millage rates imposed by each Party on taxable real property within the Renaissance Redevelopment Project Area and which will be deposited in the Special Tax Allocation Fund and applied to the extent and in the manner permitted by the Act and this Agreement.

(b) Term. The Parties hereby consent to the deposit of the collections of the specified percentage of incremental tax revenues, set forth in paragraph (d) below, attributable to their respective millage rates in the Special Tax Allocation Fund for a period not to exceed the lesser of (1) fifteen (15) years from the first day of the first Fiscal Year in which the principal of or interest on Obligations shall be scheduled to be payable or is in fact paid from incremental tax revenues, or (2) twenty (20) years from the date of the enactment by the City of the ordinance approving the Renaissance Plan Amendments (the “Actual Participation Term”).

(c) Payment of Initial Incremental Tax Revenues. The Parties agree that the City may, during the first five years of the Actual Participation Term, issue Obligations the principal of and interest on which (i) shall not be secured by or payable from incremental tax revenues at all, or (ii) shall not be payable from incremental tax revenues until more than one year after the issuance thereof. In such event, all incremental tax revenues collected by the County Treasurer during the period prior to which such Obligations shall be or become payable from incremental tax revenues shall be paid to the Parties in the amounts of such incremental tax revenues generated by the levies of the respective Parties. The determination of whether and when incremental tax revenues will be used to pay principal and interest on a particular Obligation or series of Obligations shall be made by the City (and notice of such determination shall be given by the City to the County, the School District, the County Auditor and County Treasurer) on the date of delivery of such Obligations.

(d) Percentage Participations. The City hereby consents to its Participation in the Renaissance Redevelopment Plan in the amount of seventy-five percent (75%) of the collections of the incremental tax revenues derived from the Renaissance Redevelopment Project Area attributable to its millage (the “City Percentage Participation”); the County hereby consents to its Participation in the Renaissance Redevelopment Plan in the amount of seventy-five percent (75%) of the collections of the incremental tax revenues derived from the Renaissance Redevelopment Project Area attributable to its millage (the “County Percentage Participation”), and the School District hereby consents to its Participation in the Renaissance Redevelopment Plan in the amount of seventy-five percent (75%) of the collections of the incremental tax revenues derived from the Renaissance Redevelopment Project Area attributable to its millage, excluding, specifically, however, in this computation any revenue attributable to the reimbursement from the State of South Carolina pursuant to Section 11-11-156(D) of the S.C. Code, all of which is to be remitted to the School District (the “School District Percentage Participation”).

(e) Allocation Methodology. The County shall utilize its best efforts to ensure that the County Treasurer will implement, every tax year during the Actual Participation Term, the respective Percentage Participations described above pursuant to the following methodology:

(i) Determination of Total Renaissance Tax Incremental Revenues. In each tax year during the Actual Participation Term, there shall first be implemented the provisions of Section 31-6-70(2)(b) of the Act by determining that portion, if any, of tax revenues that are

## SUBJECT TO REVISION

received from the Renaissance Redevelopment Project Area and which are attributable to the increase in the then-current total equalized assessed valuation of all taxable real property in the Renaissance Redevelopment Project Area over and above the total initial equalized assessed value of taxable real property in the Renaissance Redevelopment Project Area (the amount of the increase in assessed value with respect to each Party being referred to as the “Increased Assessed Value,” and all of such incremental taxes being referred to as the “Total Renaissance Incremental Taxes”). Prior to depositing any amount of the Total Renaissance Incremental Taxes into the Special Tax Allocation Fund, however, there shall be performed the calculations required by the remainder of this Section 4(e).

(ii) Allocation Among Parties. There shall then be allocated the portion of the Total Renaissance Incremental Taxes attributable to the levies of the Parties among the Parties by multiplying the amount of each Party’s millage imposed during such tax year by the Increased Assessed Value of property subject to *ad valorem* taxation by such Party. The resulting amounts shall be expressed in dollars and shall be defined, with respect to each Party, as the “City Attributable Incremental Taxes,” the “County Attributable Incremental Taxes,” and the “School District Attributable Incremental Taxes” for such tax year.

(iii) Application of Percentages; Deposit. Unless paid to each Party in accordance with the provisions of Section 4(c) hereof, as of each May 1 of each tax year, there shall then be allocated and distributed such Total Renaissance Incremental Taxes as follows:

(A) With respect to the City, the City Attributable Incremental Taxes shall be multiplied by the City Percentage Participation (the “City TIF Revenues”). The City TIF Revenues shall be deposited into the Special Tax Allocation Fund. City Attributable Incremental Taxes in excess of the City TIF Revenues, i.e. 25% of such revenues, shall be promptly remitted to the City to be applied ] as provided by general law.

(B) With respect to the County, the County Attributable Incremental Taxes shall be multiplied by the County Percentage Participation (the “County TIF Revenues”). The County TIF Revenues shall be deposited into the Special Tax Allocation Fund. County Attributable Incremental Taxes in excess of the County TIF Revenues, i.e. 25% of such revenues, shall be promptly remitted to the County to be applied as provided by general law.

(C) With respect to the School District, the School District Attributable Incremental Taxes shall be multiplied by the School District Percentage Participation (the “School District TIF Revenues”). The School District TIF Revenues shall be deposited into the Special Tax Allocation Fund. School District Attributable Incremental Taxes in excess of the School District TIF Revenues, i.e. 25% of such revenues, shall be promptly remitted to the School District to be applied as provided by general law.

(D) Any remaining amounts of the Total Renaissance Incremental Taxes that are attributable to the levies of taxing entities other than the Parties shall be deposited into the Special Tax Allocation Fund.

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(E) If any portion of Total Renaissance Incremental Taxes is received after the initial annual distribution is made, then such portion shall be distributed by the end of the calendar quarter in which it was received in accordance with the foregoing distribution method.

(iv) Aggregate Annual TIF Revenues. The aggregate of the City TIF Revenues, the County TIF Revenues, the School District TIF Revenues, and any amounts described in Section (4)(e)(iii)(D) and (E) above in any given tax year is referred to herein as the “Aggregate Annual TIF Revenues.” The Parties agree that the City shall have the conclusive right, without approval or review by the Renaissance Oversight Committee, to apply Aggregate Annual TIF Revenues to Debt Service Requirements and Other Requirements (as such terms are defined in Section 6(b) of this Agreement) and to the costs of Approved Renaissance Redevelopment Projects on a “pay-as-you-go” basis, all as more particularly described in Section 6(b).

(v) No Responsibility for Shortfall. With respect to this Agreement and as provided by the Act, neither the County nor the School District shall be responsible for any shortfalls in the Aggregate Annual TIF Revenues relative to the projections contained in the Renaissance Redevelopment Plan or relative to Debt Service Requirements (as defined in Section 6(b) of this Agreement). Insofar as any shortfall is to be offset from rate increases for the users of the City’s water and sewer systems, the City agrees to use its best efforts to ensure that there is no disproportionately high rate increase for customers in the unincorporated portions of the County.

An example illustrating the operation of the foregoing allocation is attached hereto as Exhibit E.

**Section 5. Act 388 True-Up.** Each of the City and the County hereby agree that it shall promptly remit to the School District, as and when received and in the full amount so received, any payments received pursuant to Section 11-11-156(D) of the S.C. Code, and the City hereby waives any statutory right to receive such funds the City would have otherwise been granted under said Section 11-11-156(D). The Parties acknowledge and agree that the purpose of this undertaking is to ensure that the School District receives reimbursement for the exemption provided to owner-occupied residential property from all property taxes imposed for school operating purposes pursuant to Section 12-37-220(47) of the S.C. Code. In the event that applicable law is changed during the term of this Agreement to provide for a different reimbursement mechanism, each of the City and the County will remit to the School District the entire amount of the reimbursement received by them (if any) and due to the School District for the exemption provided to owner-occupied residential property from all property taxes imposed for school operating purposes pursuant to Section 12-37-220(47) of the S.C. Code.

**Section 6. Maximum Project Costs; Surplus Revenues; Dissolution.** (a) Reduction in Project Costs. The Approved Renaissance Redevelopment Projects may be funded, in whole or in part, directly with Aggregate Annual TIF Revenues on a “pay-as-you-go” basis or indirectly with the principal of Obligations. To the extent that the cost of an individual Approved Renaissance Redevelopment Project is less than indicated (either because the cost is less than estimated, because funds are available from sources other than Aggregate Annual TIF Revenues or principal of Obligations, or otherwise), the City shall have the right, after receiving the approval of the Renaissance Oversight Committee, to reallocate the Aggregate Annual TIF Revenues or principal of

## SUBJECT TO REVISION

Obligations intended to pay such project costs to other Approved Renaissance Redevelopment Projects that are consistent with the generic and functional description in the Renaissance Redevelopment Plan. In no event during the Actual Participation Term shall the total costs of Approved Renaissance Redevelopment Projects and Other Requirements (as defined herein) paid directly by Aggregate Annual TIF Revenues and from the principal of Obligations exceed Forty Million (\$40,000,000) Dollars (the “Maximum Project Costs”). Subsequent to the date that the costs of Approved Renaissance Redevelopment Projects and Other Requirements paid from Aggregate Annual TIF Revenues and principal of Obligations equal Forty Million (\$40,000,000) Dollars, Aggregate Annual TIF Revenues collected thereafter and not used to pay Debt Service Requirements on Obligations delivered prior to such date constitute “Surplus Revenues” as such term is further defined and described below.

(b) Surplus Revenues. For purposes of this Agreement, the term “Surplus Revenues” shall be interpreted by reference to the description of “surplus funds” contained in Section 31-6-40 of the Act: “monies not required for payment and securing of obligations and the excess funds are surplus funds” **and** “any monies remaining in the Special Tax Allocation Fund after complying with the requirements of the pledge are also considered surplus funds.” Consistent with the foregoing description and for purposes of this Agreement, “Surplus Revenues” shall mean Aggregate Annual TIF Revenues that are required to be deposited or that are deposited into the Special Tax Allocation Fund in any tax year in excess of the aggregate of (1) the total amount of Debt Service Requirements (defined below) on all Obligations, (2) the total amount of Other Requirements (defined below) related to the Obligations and the Renaissance Redevelopment Projects, and (3) the total amount of expenditures made to defray the costs of Approved Renaissance Redevelopment Projects on a “pay-as-you-go” basis in such tax year to the extent and in the manner permitted by the Act and this Agreement. The term “Debt Service Requirements” shall be deemed to include all payments of principal, interest, redemption premium (if any), optional or mandatory redemptions of Obligations, and reimbursements for such payments previously made by the City from sources other than incremental tax revenues. The term “Other Requirements” shall include professional fees and expenses (including fees and expenses of trustees, registrars, paying agents, escrow agents, financial advisors, continuing disclosure agents, attorneys, accountants, consultants and the like), which are incurred by the Parties or the Renaissance Oversight Committee in connection with the Obligations or the Renaissance Redevelopment Projects (including but not limited to costs and expenses of any audit attributable to the Renaissance Redevelopment Project Area described in Section 3(e) above), arbitrage rebate liability associated with tax-exempt Obligations and any costs and expenses related to the foregoing, and required deposits to reserve or cushion funds or similar funds and accounts), which amount shall count against Maximum Project Costs.

(c) Notwithstanding any other provision of this Intergovernmental Agreement, no pledge is made by this Agreement of any Surplus Revenues. Any expenditure of Surplus Revenues may be made only pursuant to the terms of a supplemental written agreement providing for such expenditures, which written agreement must be formally approved by the Parties.

(d) As described in Section 3(g)(iv) of this Agreement, the Renaissance Oversight Committee shall have the right to recommend a particular use of Surplus Revenues, subject to approval by formal action of the respective governing bodies of the Parties. The Renaissance Oversight Committee shall make such a recommendation prior to March 31 of each year during the Actual Participation Term. Each of the Parties will, prior to May 1 of each year during the Actual Participation Term, consider and act on such recommendation with respect to the use of any



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Surplus Revenues deposited to the Special Tax Allocation Fund in such year. If requested by the Parties, the Renaissance Oversight Committee and the Parties will endeavor to permit differing dispositions of Surplus Revenues for each Party; provided, however, that the Parties acknowledge and agree that implementation of such differing dispositions may require an amendment to this Agreement to provide for a revised allocation methodology. If the Parties cannot, on or before the June 1 of a given year, agree on a suitable amendment to allow differing dispositions then the default outcome (absent agreement among all Parties) shall be that Surplus Revenues will be returned to the County Treasurer to be distributed to the Parties as required by general law, and more particularly by Sections 31-6-40 and 31-6-70 of the Act.

(e) Dissolution upon Completion. The City further agrees that promptly upon the full payment of the Maximum Project Costs from Aggregate Annual TIF Revenues and proceeds of Obligations, and the discharge of such Obligations, the City will dissolve the Renaissance Redevelopment Project Area as to the School District and the County pursuant to the procedure described in the Act, but to the extent allowed by law, may keep the Renaissance Redevelopment Plan open pending amendments to the Plan and other developments, including offering the County and the School District the opportunity to further participate in the redevelopment of the area.

Section 7. Maintenance Costs. The Parties agree that, in any given tax year, the City may request that the Renaissance Oversight Committee approve pursuant to Section 3(g)(vi) of this Agreement the application of a portion of the Aggregate Annual TIF Revenues to the actual costs of long-term maintenance of the Approved Renaissance Redevelopment Projects. In the absence of such approval, the City will have no right to apply Aggregate Annual TIF Revenues for such purpose. To the extent that the Renaissance Oversight Committee approves the application of Aggregate Annual TIF Revenues for such purpose, the approved amount shall not count against Maximum Project Costs.

Section 8. Notice and Right to Cure. If any Party defaults under any of this Agreement's terms, either or both of the non-defaulting parties may give written notice of the default to the defaulting Party. The defaulting Party shall have thirty days after receipt of such written notice to cure the default. If the defaulting Party fails to cure the default within this time period, the non-defaulting Parties shall then be entitled to exercise any rights or remedies granted under this Agreement or under applicable law.

Section 9. No Personal Liability. No obligation or agreement contained herein shall be deemed to be an obligation or agreement of any present or future member, officer, agent or employee of the City, the County or the School District in any other than his or her official capacity, and neither the members of the City Council, the County Council or the Board of Trustees of the School District (as applicable), nor any official executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the obligations or agreements of the City, the County or the School District contained in this Agreement.

Section 10. Binding Nature of Agreement. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the governing bodies of the City, the County and the School District and their respective successors in office.

Section 11. Effect of Agreement. This Agreement constitutes and is intended by the parties to constitute the entire agreement between the Parties, and all obligations of the Parties, each to the

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other, contained in any memorandum and any other document or based upon any other communications prior to the execution of this Agreement have been satisfied or are superseded by this Agreement and are no longer valid and enforceable, provided this Agreement is properly executed and duly authorized by the Parties. Accordingly, the Parties hereto are now entering into this Agreement to memorialize the terms and conditions on which each Party will participate in the Renaissance Redevelopment Plan. Each Party acknowledges that this Agreement is supplemental and in addition to the Renaissance Redevelopment Plan, and is expressly intended to create contractual rights enforceable by the City, the County and the School District with respect to the Renaissance Redevelopment Plan and the distribution of real property taxes and tax increment revenues received from the properties described in such Redevelopment Plan as being included in the Redevelopment Project Area.

**Section 12. Amendments.** This Agreement may not be effectively amended, changed, modified, altered or terminated, except in accordance with the express provisions of this Agreement or with the written consent of all Parties hereto.

**Section 13. Captions; Sections; Headings.** The sections, headings and other titles to paragraphs of this Agreement are inserted solely for the convenience of reference. None shall in any way define, limit, extend or aid in the construction of the scope, extent, meaning or intent of this Agreement.

**Section 14. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

**Section 15. No Construction Against Drafter.** The Parties hereby acknowledge that they have reviewed this Agreement, that each of the Parties has offered suggested changes and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

**Section 16. Severability.** If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

**Section 17. Governing Law.** This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State, and by their signatures herein below, the parties consent to the exclusive jurisdiction of the courts of the State, in Richland County, for resolution of any dispute arising hereunder.

**Section 18. Dispute Resolution; Mediation.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To that end, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests,

## **SUBJECT TO REVISION**

attempt to reach a just and equitable solution satisfactory to all Parties. If the Parties do not reach such solution within a period of sixty days, then the Parties agree to promptly submit to non-binding mediation any dispute that might otherwise have to be litigated, with each Party paying one-third of the costs of the mediator's services and necessary expenses.

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**IN WITNESS WHEREOF**, the City, the County, and the School District, by their authorized representatives, have hereunto set forth their hands as of the day first above written.

**CITY OF COLUMBIA, SOUTH CAROLINA**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**SCHOOL DISTRICT NO. 1 OF RICHLAND  
COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

# **SUBJECT TO REVISION**

Exhibit A

Original Renaissance Redevelopment Plan  
*[to be attached]*

# SUBJECT TO REVISION

## Exhibit B

### Renaissance Plan Amendments

#### **I. ADOPTION OF THE ORIGINAL COLUMBIA RENAISSANCE REDEVELOPMENT PLAN**

At a meeting held on February 17, 2010, the City Council (the “Council”) of the City of Columbia, South Carolina (the “City”) enacted Ordinance No. 2010-031, pursuant to Sections 31-6-10 through 31-6-120, Code of Laws of South Carolina 1976, as amended (the “Tax Increment Financing Law”), which provided for, among other matters, the adoption of the Columbia Renaissance Redevelopment Plan, as a “redevelopment plan” within the meaning of such term under the Tax Increment Financing Law (the “Original Columbia Renaissance Redevelopment Plan”). The Original Columbia Renaissance Redevelopment Plan designated certain real property located within the territorial limits of the City as a redevelopment project area (the “Columbia Renaissance Redevelopment Project Area”) under the Tax Increment Financing Law. The Original Columbia Renaissance Redevelopment Plan also provided for the issuance of Tax Increment Bonds in a principal amount of not exceeding \$40,000,000. As of the date hereof, the City has not issued any Tax Increment Bonds contemplated by the Original Columbia Renaissance Redevelopment Plan.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the Original Columbia Renaissance Redevelopment Plan.

#### **II. FIRST AMENDMENT TO COLUMBIA RENAISSANCE REDEVELOPMENT PLAN**

By adopting this First Amendment to Columbia Renaissance Redevelopment Plan (the “First Amendment”; the Columbia Renaissance Redevelopment Plan as amended by this First Amendment to be referred to herein as the “Columbia Renaissance Redevelopment Plan as Amended”), the City proposes: (1) to modify the participation of the City, Richland County, South Carolina (the “County”) and the School District No. 1 of Richland County (the “School District”), with respect to incremental tax revenues generated within the Columbia Renaissance Redevelopment Project Area to an amount equal to seventy-five percent (75%) of the incremental tax revenues attributable to the respective millages of the City, the County and the School District; (2) to shorten the total duration of the Original Columbia Renaissance Redevelopment Plan; (3) to replace and update the information relating to Catalyst Projects and Public Projects (as such terms are defined in the Original Columbia Renaissance Redevelopment Plan) proposed to be financed from the proceeds of Tax Increment Bonds, incremental tax revenues generated within the Columbia Renaissance Redevelopment Project Area, or a combination of the foregoing; (4) to provide for the creation of the Renaissance Oversight Committee having such functions, powers and authority as described herein; and (5) to establish the “initial equalized assessed value” and “total initial equalized assessed value” (as such terms are defined in Section 31-6-100 of the Tax Increment Financing Law) for all taxable real property within the Columbia Redevelopment Project Area, based on the equalized assessed values of such real property for the tax year beginning on January 1, 2011.

On or prior to the date of approval of this First Amendment, the City has obtained the consent of the County and the School District to the modifications to the Original Columbia Renaissance Plan contained herein, as evidenced by the Intergovernmental Agreement (Columbia Renaissance Redevelopment Plan) dated \_\_\_\_\_, 2012 (the “County/School District Agreement”), among the

## **SUBJECT TO REVISION**

City, the County and the School District, as authorized by resolution or other legislative action of the governing bodies thereof.

The findings and objectives of the City as set forth in the Original Columbia Renaissance Redevelopment Plan as initially adopted are hereby confirmed, approved and ratified (except as updated or supplemented herein) by this First Amendment.

### **III. PARTICIPATION OF CITY, COUNTY AND SCHOOL DISTRICT; DURATION**

During the term of the Columbia Renaissance Redevelopment Plan as Amended, each of the City, the County and the School District will Participate (as defined herein) in the Original Columbia Renaissance Redevelopment Plan in the amount of seventy-five percent (75%) of the incremental tax revenues from the Columbia Renaissance Redevelopment Project attributable to the respective millages of the City, the County and the School District. The term “Participate” means that a specified percentage of the collections of incremental tax revenues attributable to the respective millage rates of the City, the County and the School District will be deposited in the “special tax allocation fund” (as defined in the Tax Increment Financing Law), and applied to the extent and in the manner permitted by the Act, the County/School District Agreement and the Columbia Renaissance Redevelopment Plan as Amended.

The duration of the Original Columbia Renaissance Redevelopment Plan shall be reduced as follows:

- The percentage of incremental tax revenues attributable to the respective millage rates of the City, the School District and the County (as described in the foregoing paragraph) and the incremental tax revenues attributable to the respective millage rates of Richland-Lexington Riverbanks Park District (the “Riverbanks Park District”) and Richland-Lexington Airport District (the “Airport District”), shall be deposited into the “special tax allocation fund” (as defined in the Tax Increment Financing Law) in the Original Columbia Renaissance Redevelopment Plan for a period of not to exceed the lesser of (1) fifteen (15) years from the first day of the first fiscal year of the City in which the principal of or interest on Tax Increment Bonds shall be scheduled to be payable or is in fact paid from incremental tax revenues or (2) twenty (20) years from the date of the enactment by the City of the ordinance approving this First Amendment (the “Actual Participation Term”).
- Provided, however, that (a) for purposes of the definition of “Actual Participation Term” above, the term “Tax Increment Bonds” (as defined in the Original Columbia Renaissance Redevelopment Plan) does not include obligations issued by the City under the Tax Increment Financing Law during the first five years of the Actual Participation Term (the “Interim Bonds”), if the principal of and interest on such Interim Bonds (1) are not secured by or payable from incremental tax revenues at all or (2) are not payable from incremental tax revenues until more than one year after the issuance thereof; and (b) for all other purposes of the Columbia Renaissance Redevelopment Plan as Amended, the term “Tax Increment Bonds” means all obligations issued by the City under the Tax Increment Financing Law with respect to the CRRD, but the \$40,000,000 limit on the issuance of Tax Increment Bonds does not include refundings.



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## IV. UPDATED PROJECT INFORMATION

The Original Columbia Renaissance Redevelopment Plan (specifically in Chapters 5 and 6 thereof and Appendix A attached thereto) included non-exclusive examples of private development (originally defined in the Original Columbia Renaissance Redevelopment Plan as the “Catalyst Projects”) which the City intended to promote, foster and facilitate within the CRRD through the City’s funding of capital expenditures and other public investments (defined in the Original Columbia Renaissance Redevelopment Plan as the “Public Projects”).

This First Amendment intends to update and supplement the information in the Original Columbia Renaissance Redevelopment Plan related to the Public Projects and eliminate all references and descriptions therein of the Catalyst Projects. Without affecting the validity of the Original Columbia Renaissance Redevelopment Plan (or the findings made by the City with respect thereto), Chapters 5 and 6 of the Original Columbia Renaissance Redevelopment Plan should be disregarded in their entirety and replaced with the information in Schedule A attached hereto, and the information in Appendix A of the Original Columbia Renaissance Redevelopment Plan should be disregarded in its entirety.

## V. CREATION OF RENAISSANCE OVERSIGHT COMMITTEE AND RESPONSIBILITIES THEREOF; USE OF INCREMENTAL TAX REVENUES

The Original Columbia Renaissance Redevelopment Plan is hereby amended to add a new heading (entitled “D. Renaissance Oversight Committee”) in Chapter 5 – Tax Increment Financing (TIF), and include the text attached as Schedule B hereto.

## VI. UPDATED ASSESSED VALUES

The assessed value of all taxable real property within the CRRD for the tax year beginning January 1, 2011, is \$31,024,430; a full listing of all real properties that are included in the CRRD (as of the tax year beginning January 1, 2011) is set forth in Schedule C hereto. As described in Chapter 6 of the Columbia Renaissance Redevelopment Plan as Amended, (1) the “initial equalized assessed value” and the “total initial equalized assessed value” (as such terms are defined in the Tax Increment Financing Law) of all taxable real property within the CRRD shall be determined with respect to the equalized assessed values of such real property for the tax year beginning on January 1, 2011 (as more particularly described herein and in Schedule C attached hereto) and (2) it is estimated that after completion of the redevelopment of the CRRD, the equalized assessed value of all of the taxable real property within the CRRD will be approximately **[\$insert]**, which is an increase of **[\$insert]** from the total initial equalized assessed value of such taxable real property stated above.

## VII. IMPACT ON TAXING DISTRICTS

The Original Columbia Renaissance Redevelopment Plan (and the findings of City Council in connection therewith) included statements as to the effect of the estimated impact upon the revenues of the taxing districts (e.g., the City, the County, the School District, the Airport District and the Zoo District) of the Original Columbia Renaissance Redevelopment Plan. The City believes that the overall financial impact on the taxing districts from the Columbia Renaissance Redevelopment Plan as Amended is expected to be minimal because:

## **SUBJECT TO REVISION**

- (a) Such taxing districts will continue to collect real property tax revenues attributable to the initial equalized assessed value of properties in the Innovista Redevelopment Project Area;
- (b) The City, the County and the School District will collect a portion of the incremental real property tax revenues (e.g., 25%) attributable to properties in the Innovista Redevelopment Project Area; although taxing districts will forgo a small portion of their future revenue growth for a period of time, all will benefit from a stronger, more diverse tax base and economy, improved roads, utilities and other infrastructure and a more attractive community;
- (c) The Columbia Renaissance Redevelopment Project Area represents a small portion of the overall tax base of the taxing districts;
- (d) Without the Columbia Renaissance Redevelopment Plan as Amended, it is expected that tax revenues within the Columbia Renaissance Redevelopment Project Area would remain static or decline; and
- (e) Property taxes paid on vehicles, machinery and equipment and other personal property are not affected. Each taxing district will continue to receive the full benefit of growth of personal property values.

### **VIII. OBJECTIVES OF COLUMBIA RENAISSANCE REDEVELOPMENT PLAN AS AMENDED**

The Columbia Renaissance Redevelopment Plan as Amended is being implemented to accomplish the following objectives in addition to those described in the Original Columbia Renaissance Redevelopment Plan:

- A. To promote and protect health, safety and welfare of the public.
- B. To eradicate blighted conditions by instituting measures to redevelop blighted areas.
- C. To remove and alleviate adverse conditions necessary to encourage private development.
- D. To restore and enhance the tax base through redevelopment.
- E. To utilize property in the Columbia Renaissance Redevelopment Project Area for its highest and best use.

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**Schedule A:** Replacement of Chapters 5 and 6 of Original Columbia Renaissance Redevelopment Plan

The following text shall be substituted for Chapters 5 and 6 of the Original Columbia Renaissance Redevelopment Plan:

## **CHAPTER 5 – TAX INCREMENT FINANCING (TIF)**

### A. TIF DEVELOPMENT STATEMENT OF BENEFITS

This redevelopment plan supports the construction of several publicly-owned projects (defined herein as the “Public Projects”), which will assist in the elimination of blighted conditions in business districts addressing unfit, unsafe, and economically unproductive buildings.

This redevelopment plan for the CRRD provides opportunities to develop unused land space to positively impact neighborhoods and foster economic development. Doing so will attract private developers to make investments in, and assist in the development of, lagging communities and accelerate the revitalization efforts of several communities and ultimately providing jobs.

This redevelopment plan contemplates that the Public Projects will foster and encourage private developers and landowners to redevelop their properties in conjunction and/or cooperation with the Public Projects; it combines the strengths of the private sector to those of the CRRD. However, such private development and/or redevelopment is unlikely to be undertaken successfully without the public investment contemplated by this redevelopment plan and incentives for developers.

### B. TIF DEVELOPMENT OBJECTIVES

The objectives of this redevelopment plan are as follows:

- Expand Columbia’s economy to create more living-wage jobs, emphasizing job opportunities for unemployed and underemployed residents.
- Attract and expand new and existing services, developments, and employers to position the City to compete in the economy of the 21st century.
- Provide an array of housing choices with an emphasis on affordable housing that meets the needs of current residents and attracts new residents to the city.
- Eliminate blighting influences throughout the CRRD.
- Increase neighborhood retail services; develop commercial corridors and employment centers.
- Support redevelopment initiatives that enhance and preserve unique urban features and amenities, including downtown, the waterfront and historic structures and communities.

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## C. TIF REAL ESTATE IMPROVEMENTS

Redevelopment of the Columbia Renaissance Redevelopment District is a massive undertaking that will require multi-faceted investments, and cooperation and support from all sectors. Many projects cannot succeed with private investment alone and will require public investment incentives, loans, grants and other public investment.

The estimated capital investment associated with developing all components of the CRRD are estimated for the purpose of this redevelopment plan. The final costs may vary significantly from actual costs depending on final development decisions, unforeseen obstacles and facilitating factors.

The City intends to use incremental tax revenues, proceeds of obligations issued by the City under the TIF Act with respect to the CRRD (the “Tax Increment Bonds”) and/or a combination of the foregoing, as well as other available sources of funding (including grants, loans and contributions from private developers) to finance certain capital expenditures and other publicly-owned investments (collectively, the “Public Projects”) within the CRRD. Although a small portion of the incremental tax revenues may be used to defray long-term project maintenance costs (included within the description of Public Projects), it is the City’s expectation that virtually all of the incremental tax revenues will be applied to the capital costs of the Public Projects which will, in turn, foster, encourage and enhance private development (together with the Public Projects, the “Projects”).

The following list describes the types of Public Projects that the City intends to finance pursuant to this redevelopment plan:

### **Street/Pedestrian Improvements**

1. Improvement to or replacement of existing streets, including extensions, realignments, relocations, resurfacing of or changes to pavement or lane widths and intersection improvements. Construction, reconstruction, addition, improvement, expansion, relocation, renovation, upfitting, or formalization of new streets and rights of way; existing streets and rights of ways; rail crossings; bridges and pedestrian overpasses; traffic or pedestrian squares, promenades, paths, or crossings; signalization; off-street or on-street parking; sidewalks; and/or curbs, gutters and storm drainage.
2. Landscaping, lighting, signage, and related infrastructure.
3. An improved vehicular connection and relocation of streets as needed.
4. Entry/gateway features including landscaping, lighting, signage and other improvements at entry points.
5. Replacement of asphalt and concrete.
6. Pedestrian improvements (including street furnishings, landscaping and tree plantings, signage and lighting).

### **Utility System Improvements**

1. Improvements (including distribution, treatment, transmission and realignment) to public water, sewer, electric, stormwater and communication systems
2. Acquisition of utility easements, rights-of-way or other property rights associated with the provision of new and improved utility services or removal of obsolete systems

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3. Installation, relocation, reconstruction, renovation, or removal of overhead utility lines and/or replacement with new below ground systems; installation, relocation, reconstruction, renovation, or removal of gas lines.
4. Construction or improvements to administration spaces relating to utility systems
5. Public safety Shot-spotter gunshot location plat
6. Tactical wireless video/audio surveillance system
7. Broad band wireless (Wi-Fi and Wi-Max)

### **Recreational or Public Spaces**

1. Construction, reconstruction, addition, improvement, expansion, relocation, renovation, upfitting, or equipping of public parks and/or recreational spaces.

### **Related Expenses and Financing Costs**

1. Land acquisition; land assembly; and acquisition of easements and rights-of-way.
2. Demolition and disposal of existing components or improvements; soil replacement/removal
3. Surveys and appraisals related to all projects
4. Historic preservation surveys, nominations and design
5. Planning, design, engineering, architectural and other professional services related to all projects
6. Environmental studies and abatement for all projects
7. Legal services for all projects
8. Marketing, advertising and related costs for all projects
9. Financing costs, including fees and costs associated with bond issuance or re-issuances, reporting and ongoing management of bond funds
10. Construction period interest/accrued interest
11. Debt service reserves
12. Issuance costs
13. Costs arising in connection with activities of oversight committee.
14. Associated long-term maintenance expenses.\*

**Total Expected Qualifying TIF Costs:      \$40,000,000**

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\* Does not count against \$40,000,000 limit to be funded from Tax Increment Bonds, Interim Bonds or incremental tax revenues.

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## CHAPTER 6 - REDEVELOPMENT FINANCING

### Estimated Project and Operating Costs – Anticipated Sources of Funds

Financing for the redevelopment will come from a mixture of public and private investment. The Public Projects will be funded from the proceeds of up to \$40 million principal amount of Tax Increment Bonds and/or incremental tax revenues or any combination thereof (provided, however, that long-term maintenance expenses associated with the Public Projects which are payable from incremental tax revenues shall not count against the \$40,000,000 limit described in Chapter 5 above) and other available sources of funding described herein. Private sector sources of funding include financing from developers and private investors.

The City will not solely rely on tax increment financing to implement the CRRD. It will aggressively seek to attract investment from local, state and federal governments (in the form of grants and loans) and from private sources as well. Success in attracting other funding will lessen the need for tax increment financing and will reduce the possible impact of the plan on all local governments. Other possible sources of funding include the City of Columbia Utilities and Engineering Capital Improvement Program, federal grant funding opportunities, Community Development Block Grant funding (CDBG), and other taxable and tax exempt bond financing, some of which private developers may qualify.

The Tax Increment Financing Law allows incremental tax revenues from a “redevelopment project area” (as defined in the Tax Increment Financing Law) to be utilized to pay operating and long-term maintenance expenses (whether direct or indirect) associated with the “redevelopment projects” (as defined in the Tax Increment Financing Law) financed thereby. The City intends to apply such incremental tax revenues as may be permitted by applicable law and the County/School District Agreement for such purpose.

Creating an environment that is attractive to new private investment is the fundamental objective of the CRRD. The areas where this new investment will need to occur are presently vacant or blighted and not a productive part of the community’s tax base. New investment in the CRRD is the opportunity to create new jobs, additional businesses and residents, and long term increases in the tax base.

As a condition to obtaining the consents of the County and the School District to the First Amendment to Columbia Renaissance Redevelopment Plan, the City has agreed that the “initial equalized assessed value” (as defined in the Tax Increment Financing Law) of all taxable real property within the CRRD shall be determined with respect to the most recently ascertained equalized assessed values thereof (e.g., the tax year beginning January 1, 2011), namely \$31,024,430. It is estimated that after completion of the redevelopment of the CRRD (e.g., that all of the contemplated Public Projects are completed), the equalized assessed value of all taxable real property within the CRRD will be approximately **[\$insert]**, which is an increase of **[\$insert]** from the total initial equalized assessed values thereof described above.

# SUBJECT TO REVISION

## Schedule B: Renaissance Oversight Committee and Functions and Responsibilities Thereof

### D. RENAISSANCE OVERSIGHT COMMITTEE

In order to ensure that the redevelopment of the CRRD is consistent with this redevelopment plan, as amended, and responsive to future development needs, there shall be created a committee (the “Renaissance Oversight Committee”) which will review, comment on, provide advice, and have certain approval powers with respect to the operation and affairs of the Columbia Renaissance Redevelopment Project Area. The composition and maintenance of the Renaissance Oversight Committee, as well as its powers and responsibilities, shall be determined by agreement among the City, the County and the School District; provided, however, that the City shall have the right to implement this Original Columbia Renaissance Redevelopment Plan, as amended, including but not limited to the issuance of Tax Increment Bonds, in accordance with its stated terms and the terms and conditions of the County/School District Agreement, without further approval by the Renaissance Oversight Committee.

As described in the County/School District Agreement, after application of incremental tax revenues for the payment of debt service requirements on Tax Increment Bonds or to fund redevelopment project costs for the Public Projects pursuant to Chapter 8 hereof, incremental tax revenues may be used to pay long-term maintenance expenses with respect to the Public Projects and for such other purposes related to “Surplus Revenues” (as defined in the County/School District Agreement), subject to the recommendation and/or approval (as applicable) of the Renaissance Oversight Committee and the governing bodies of the taxing districts, in each case prior to any disposition of surplus amounts as described in Chapter 8 hereof.



# SUBJECT TO REVISION

**Schedule C:** Complete Property Listing for Columbia Renaissance (Tax Year Beginning January 1, 2011)

# SUBJECT TO REVISION

## Exhibit C

### Pre-Approved Renaissance Redevelopment Projects

Capitalized terms used and not otherwise defined in this Exhibit C shall have the meanings given to such terms in the Intergovernmental Agreement to which this Exhibit C is attached (the “Intergovernmental Agreement”).

#### **Specific Project Description for Renaissance Redevelopment District:**

The following discussion includes examples of development which the City intends to promote, foster and facilitate within the Renaissance Redevelopment Project Area. The City intends to use Aggregate Annual TIF Revenues, proceeds of Obligations, and/or a combination of the foregoing, as well as other available sources of funding (including grants, loans and contributions from private developers) to finance certain capital expenditures and other publicly-owned investments (collectively, the “Public Projects”) within the Renaissance Redevelopment Project Area. It is the City’s expectation that the Public Projects will in turn foster, encourage and enhance private development.

The portion of the Public Projects described in the following pages to be financed with Aggregate Annual TIF Revenues, proceeds of Obligations, or a combination of the foregoing are defined herein as the “TIF Projects”.

**As described in the Intergovernmental Agreement, the Maximum Project Costs are limited to \$40,000,000.**

#### **Public Projects**

The proposed Public Projects within the Renaissance Redevelopment Project Area comprise two separate but interrelated components, more specifically referenced herein as the “Bull Street Projects” and the “Other Public Projects.” This document includes descriptions of the Public Projects (including the portions thereof comprising the TIF Projects) and provides, where appropriate, estimates of construction costs therefor. **It should be noted that nothing herein is intended to order or prioritize a Public Project (or TIF Project) over another Public Project (or TIF Project), nor is the City required to undertake, finance, or complete any particular Public Project (or TIF Project) before commencing one or more other Public Projects (or TIF Projects).** The City expects that the Public Projects (including the TIF Projects) will be funded and constructed at the time and in the manner (including, if necessary, concurrently) as construction conditions, development opportunities, and financial market conditions dictate.

The estimated construction costs of the Public Projects are expressed in present-day terms, and the actual costs may be higher than estimated because of contingencies, inflation, unexpected limitations on materials, supplies, or labor, or other conditions that may arise in the future. In addition, development needs, growth patterns, unforeseen occurrences, and other contingencies may cause some or all of the following Public Projects to be modified, supplemented, replaced, or otherwise varied, or for the accompanying cost estimates to be reduced or increased, as permitted by applicable law.

# SUBJECT TO REVISION

## *Bull Street Projects*

The “Bull Street Campus” represents a sprawling 183-acre tract of land, the main entrance to which is marked by the intersection of Elmwood Avenue and Bull Street, which has been historically used and dedicated to the treatment of the mentally ill by the South Carolina Department of Mental Health. The Bull Street Campus is the most obvious area for focused redevelopment in the Project Area, as it is a large, open site near downtown which features some historical structures and enjoys beneficial road access. However, in order to redevelop this site, almost all of the existing infrastructure of the site will need to be replaced. Successful redevelopment of the Bull Street Campus is expected to positively impact the Harden Street corridor, the lower end of the Farrow Road corridor, and the northeastern quadrant of the original City grid bounded by Calhoun, Taylor, Bull, and Harden.

Based on information obtained from Hughes Development Corporation, the master developer for the Bull Street Campus, the anticipated Bull Street Projects consist of road construction, paving, storm drainage, stormwater ponds and/or improvements (including parking facilities); water and sewer infrastructure and other utilities; landscaping, lighting, earthwork and erosion control, asbestos abatement and demolition and site clearing; stream daylighting and/or restoration; and development of parks, plazas, ponds and a minor league baseball stadium. Excluding the costs of the parking garages and baseball stadium, the total cost of the Bull Street Projects for the Bull Street Campus is approximately \$31.2 million.

However, the above information is preliminary in nature. The Bull Street Projects (including the components and costs thereof) are highly dependent upon a variety of factors beyond the control of the City, not the least of which is influenced by the market and to a lesser extent the method, manner and scope of the development by the master developer and sub-developers of the Bull Street Campus.

**The portion of the above-described Bull Street Projects that constitutes TIF Projects will not exceed \$20,000,000.**

## *Other Public Projects*

The second area benefited by the Renaissance Redevelopment Project Area contemplates Public Projects undertaken in areas within the Renaissance Redevelopment Project Area but outside of the Bull Street Campus (the “Other Public Projects”).

The City has identified several target areas within the Renaissance Redevelopment Project Area in which it intends to construct Other Public Projects. Within each target area, the City will endeavor to support high-quality development that maximizes the overall economic and demographic benefit to the Renaissance Redevelopment Project Area as a whole, which in some cases create positive interrelationships with the development at the Bull Street Campus.

**The portion of the Other Public Projects that constitutes TIF Projects will not exceed \$20,000,000.**

# SUBJECT TO REVISION

## Target Area 1: Gonzales Gardens and Allen-Benedict Court

### A. Gonzales Gardens.

Gonzales Gardens is a 22-acre mixed-use redevelopment project located at 1505 Garden Plaza, Columbia, SC 29204, and is comprised of single-family housing units for sale and affordable rental housing units. Upon redevelopment, it will also contain commercial, medical, and institutional office space.

The Other Public Projects for Gonzalez Gardens consist of (1) a utilities program featuring improved systems for water distribution, sanitary drainage, and storm drainage and (2) a street program including a new on-site street, street realignment, a new off-site street, street relocation, street formalization and reconstruction, pedestrian improvements/road diet measures, a new intersection, vehicular improvements, reinforced concrete pipes, and grading and cut/fill measures. The total cost of the Other Public Projects for Gonzales Gardens is approximately \$13,000,000.

### B. Allen-Benedict Court.

Allen-Benedict Court contains 244 obsolete barracks style dwelling units, 201 of which are occupied. Living quarters are cramped; systems are outdated; and electrical and plumbing facilities are antiquated. Units contain lead-based paint, inefficient heating, no air conditioning, insufficient ventilation, and virtually no storage. The units are not accessible to persons with physical disabilities because all bedrooms and bathrooms are located on the second floor.

The Other Public Projects for the Allen-Benedict Court include new streets, streetscapes, site utilities, and storm water systems, and extraordinary site costs, including utilities, demolition, site water and sewer replacement, storm drainage system replacement, and soil removal/replacement, intended to support a larger development plan proposed by the Columbia Housing Authority. The total cost of the Other Public Projects for Allen-Benedict Court is approximately \$6.5 million.

**The portion of the above-described Other Public Projects that constitutes TIF Projects will not exceed \$2,000,000.**

## Target Area 2: North Main Street

The North Main Street Improvements Corridor (a joint project between the City and the South Carolina Department of Transportation) will upgrade and improve US-21 (North Main Street) by pavement widening, intersection and signal improvements, curb and gutter replacements, storm drainage system repairs, sidewalk construction, and removal/replacement of asphalt pavement (to include raised pavement markings). This project is divided into several segments, some of which have already been completed. The City is presently seeking to complete the following remaining segments (from south to north), with construction progressing as funds are acquired:

## SUBJECT TO REVISION

- 1) Anthony Avenue to Cook Street\* \$12.5 million
- 2) Cook Street to Kortright Avenue\* \$6.68+ million
- 3) Kortright Avenue to Jackson Avenue \$11+ million
- 4) Jackson Avenue to Fuller Avenue \$10+ million

The Other Public Projects comprise the costs associated with construction, engineering and inspection, construction management, and any remaining design work in the project segments described above.

**The portion of the above-described Other Public Projects that constitutes TIF Projects will not exceed \$12,500,000.** The City has applied for grants to fund all or a portion of the costs of the segments marked above with an asterisk. Should such grants be awarded to the City, other segments of the Other Public Projects described above would be funded with Aggregate Annual TIF revenues, proceeds of Obligations, or a combination of the foregoing.

### **Target Area 3: Two Notch Road**

The City intends to undertake a streetscaping project for the portion of Two Notch Road, from Taylor Street to Beltline Boulevard, representing approximately 1.8 miles. This Other Public Project is expected to cost approximately \$30 million, and generally includes new sidewalks, new or upgraded utilities (water and sewer), storm water drainage improvements, "undergrounding" of electrical distribution systems, traffic control improvements, a street program that addresses pedestrian connectivity and street resurfacing (not widening). However, this cost estimate could be influenced, either upward or downward, by the scope of proposed improvements.

**The portion of the above-described Other Public Project that constitutes TIF Projects will not exceed \$1,000,000.**

### **Target Area 4: Farrow Road**

The City presently owns a 10-acre site located at the corner of Farrow Road and Tarragon Drive within the Farrow Road corridor that has been targeted for a mixed-use commercial development. Preliminary plans contemplate this parcel to be developed into a new 70,000-square-foot retail and commercial center, including a grocery store, a restaurant, a drug store, a bank, and various retail and specialty shops. Knowing that a large number of patrons may walk to this retail/commercial center, this Other Public Project is designed to address the needs of pedestrian access for the residential communities in the area and to provide site visibility to the adjacent SC-277 freeway, which will also attract patrons. This Other Public Project generally includes new sidewalks, new or upgraded utilities (water and sewer), storm water drainage improvements, "undergrounding" of electrical distribution systems, traffic control improvements, and a street program that addresses pedestrian connectivity.

**The portion of the above-described Other Public Project that constitutes a TIF Project will not exceed \$3,000,000.**

# **SUBJECT TO REVISION**

## **Target Area 5: Historic Garden District Pedestrian Linkage**

The Historic Garden District Pedestrian Linkage Project connects historic homes in Columbia's Garden District through a pedestrian path system and connects the Garden District to other districts in downtown Columbia. A 2007 comprehensive study, commissioned by Historic Columbia Foundation (HCF) by Robert & Company created a Cultural Landscape Master Plan which includes a pedestrian path system that ties Columbia's historic homes together to create a comprehensive local history experience.

This Other Public Project utilizes a distinct sidewalk system, directional and interpretive signage, street tree plantings, street furnishings, pedestrian lighting, and public art to establish a campus-like setting connecting the six HCF-managed historic homes—Modjeska Simkins, Mann-Simons, Seibels, Hampton-Preston, Robert Mills and Woodrow Wilson.

Garden District gateways will mark the entry points of the path system. A pedestrian promenade will be created along Blanding Street between the Robert Mills and Hampton-Preston homes. Visitors will walk along a one-mile path and experience 200 years of Columbia history told through the historic homes and other elements in the Garden District.

This Other Public Project formalizes the Garden District bounded by Calhoun, Marion, Hampton, and Barnwell streets and provides connectivity between the Garden District and the Bull Street Campus, Main Street, and USC. It also serves as an internal connector to the long-range Vista Greenway Plan.

**The portion of the above-described Other Public Project that constitutes a TIF Project will not exceed \$1,500,000.**

# **SUBJECT TO REVISION**

## Exhibit D

Form of Annual Financial Report

Report Required By Section 3(e) of  
The Intergovernmental Agreement  
(Columbia Renaissance Redevelopment Plan)  
Fiscal Year Ended June 30, \_\_\_\_\_

1. Assessed Value of Taxable Real Property in the Renaissance Redevelopment Project Area:	
(a) Current Total Equalized Assessed Value	\$
(b) Initial Total Equalized Assessed Value	\$
(c) Incremental Assessed Value ((a)-(b))	\$
2. Amount of incremental tax revenues collected:	
(a) Attributable to levy of City	\$
(b) Attributable to levy of County	\$
(c) Attributable to levy of School District	\$
(d) Attributable to levy of other taxing districts	
TOTAL ((a)+(b)+(c)+(d))	\$
3. Amount of incremental tax revenues and distribution thereof:	
(a) Attributable to levy of the City:	
(i) for deposit in Special Tax Allocation Fund (75% of 2(a))	\$
(ii) not for deposit in Special Tax Allocation Fund (25% of 2(a))	\$
(b) Attributable to levy of the County:	
(i) for deposit in Special Tax Allocation Fund (75% of 2(b))	\$
(ii) not for deposit in Special Tax Allocation Fund (25% of 2(b))	\$
(c) Attributable to levy of the School District:	
(i) for deposit in Special Tax Allocation Fund (75% of 2(c))	\$
(ii) not for deposit in Special Tax Allocation Fund (25% of 2(c))	\$
(d) Attributable to levy of other taxing districts	\$
(i) for deposit in Special Tax Allocation Fund (100% of 2(d))	\$
TOTAL ((a)(i)+(a)(ii)+(b)(i)+(b)(ii)+(c)(i)+(c)(ii)+(d)(i))	\$
4. Special Tax Allocation Fund:	
(a) Amount on deposit in Special Tax Allocation Fund at beginning of the Fiscal Year	\$
(b) Amount of Aggregate TIF Revenues deposited in Special Tax Allocation Fund during the Fiscal Year	\$
(c) Amount of Aggregate TIF Revenues distributed from the Special Tax Allocation Fund during the Fiscal Year	\$
(d) Total of Aggregate TIF Revenues Available in Special Tax Allocation Fund at end of Fiscal Year ((a)+(b)-(c))	\$
5. Obligations:	
(a) Principal amount of each series of Obligations issued during Fiscal Year	\$
(b) Outstanding principal balance of each series of Obligations at end of Fiscal Year	\$
(c) Debt service requirements on each series of Obligations during Fiscal Year	\$



6. Budgeted Expenditures from Special Tax Allocation Fund for Succeeding Fiscal Year:		
(a) Amount to be expended on Debt Service Requirements and Other Requirements		\$
(b) Amount to be expended on a pay-as-you go basis for Approved Renaissance Redevelopment Projects		\$
(c) Total Budgeted Expenditures ((a)+(b))		\$
Itemization of all expenditures made from Special Tax Allocation Fund with reference to specific Renaissance Redevelopment Project		
<b>Project Name:</b> <sup>1</sup>	<b>Project Name:</b>	
Budgeted Amount: <sup>2</sup>	Budgeted Amount:	
Approval Date: <sup>3</sup>	Approval Date:	
Expenditures to Date: <sup>2</sup>	Expenditures to Date:	
Remaining Authorized Amount: <sup>2</sup>	Amount Needed to Complete:	
Amount <b>over</b> /(under) Budget:	Amount <b>over</b> /(under) Budget:	
<b>Project Name:</b>	<b>Project Name:</b>	
Budgeted Amount:	Budgeted Amount:	
Approval Date:	Approval Date:	
Expenditures to Date:	Expenditures to Date:	
Amount Needed to Complete:	Amount Needed to Complete:	
Amount <b>over</b> /(under) Budget:	Amount <b>over</b> /(under) Budget:	
<b>Project Name:</b>	<b>Project Name:</b>	
Budgeted Amount:	Budgeted Amount:	
Approval Date:	Approval Date:	
Expenditures to Date:	Expenditures to Date:	
Amount Needed to Complete:	Amount Needed to Complete:	
Amount <b>over</b> /(under) Budget:	Amount <b>over</b> /(under) Budget:	
<b>Project Name:</b>	<b>Project Name:</b>	
Budgeted Amount:	Budgeted Amount:	
Approval Date:	Approval Date:	
Expenditures to Date:	Expenditures to Date:	
Amount Needed to Complete:	Amount Needed to Complete:	
Amount <b>over</b> /(under) Budget:	Amount <b>over</b> /(under) Budget:	

<sup>1</sup> For projects listed in Ex. C to the IGA, this would be information like “Bull Street Projects” or “Target Area 1: Gonzales Gardens and Allen-Benedict Court”. If different from pre-approved projects, these will tie to projects approved by Oversight Committee (for changes/additions/etc. to Ex. C projects) or the parties (for wholly different projects)

<sup>2</sup> These amounts relate solely to projects or portions of projects funded with TIF bonds/revenues. For projects listed in Ex. C to the IGA, these numbers will be based on information included therein. If different, this will tie to projects approved by Oversight Committee or the parties, as applicable.

<sup>3</sup> For projects listed in Ex. C to the IGA, this will be the date of the IGA. For projects requiring Oversight Committee or parties’ approval, the appropriate approval date would be used.

Exhibit E  
Sample Allocation and Distribution Worksheet

The table below illustrates the operation of the allocation and distribution of Total [Renaissance/Innovista] Incremental Taxes, as described in Section 4(e) of the Intergovernmental Agreement.

Hypothetical Millage Rates

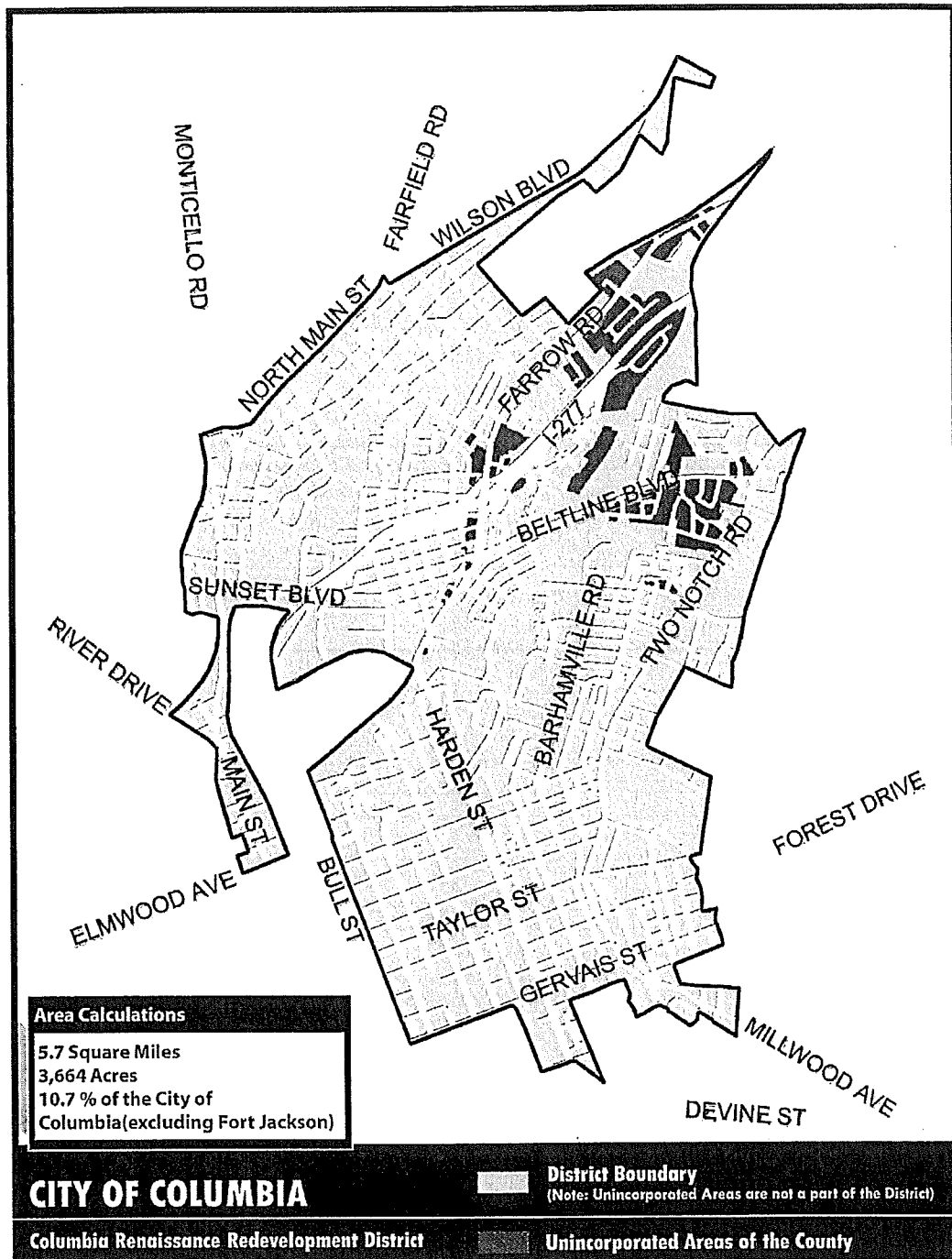
City	98.1
County Operating	49.2
County Bonds	9.0
School Operating	236.7
School Bonds	53.0
Other (Assumed for Illustration)	10.0
<b>TOTAL</b>	<b>456.0</b>

Step 1: Determine Increased Assessed Value	1,000,000.00
Step 1A: Separate Assessed Value of 4% Property	250,000.00
Step 1B: Separate Assessed Value of Other Property	750,000.00
Step 2A: Determine City Attributable Inc. Taxes	98,100.00
Step 2B: Determine County Attributable Inc. Taxes	58,200.00
Step 2C1: Determine School O&M Attributable Inc. Taxes	177,525.00
Step 2C2: Determine School Bond Attributable Inc. Taxes	53,000.00
Step 2D: Determine Other Inc. Taxes	10,000.00
<b>TOTAL</b>	<b>396,825.00</b>

	To Special Tax Allocation Fund	Returned to Taxing Entity
Step 3A: Allocate City Attributable Taxes	73,575.00	24,525.00
Step 3B: Allocate County Attributable Taxes	43,650.00	14,550.00
Step 3C1: Allocate School O&M Attributable Inc. Taxes	133,143.75	44,381.25
Step 3C2: Allocate School Bond Attributable Inc. Taxes	39,750.00	13,250.00
Step 3D: Allocate Other Inc. Taxes	10,000.00	-
	290,118.75	96,706.25

<b>AGGREGATE ANNUAL TIF REVENUES:</b>	<b>290,118.75</b>
Returned to City	24,525.00
Returned to County	14,550.00
Returned to School District	57,631.25
<b>TOTAL</b>	<b>386,825.00</b>

Figure 1.1: Map of District



# Richland County Council Request of Action

## **Subject**

Authorizing, pursuant to Chapter 6 of Title 31, of the South Carolina Code of Laws, 1976, the execution and delivery of an Intergovernmental Agreement relating to the Innovista Redevelopment Plan among Richland County, South Carolina, the City of Columbia, South Carolina, and School District No. 1 of Richland County, South Carolina; and other matters relating thereto **[PAGES 176-203]**

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_

**AUTHORIZING, PURSUANT TO CHAPTER 6 OF TITLE 31, OF THE SOUTH CAROLINA CODE OF LAWS, 1976, THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT RELATING TO THE INNOVISTA REDEVELOPMENT PLAN AMONG RICHLAND COUNTY, SOUTH CAROLINA, THE CITY OF COLUMBIA, SOUTH CAROLINA, AND SCHOOL DISTRICT NO. 1 OF RICHLAND COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATING THERETO.**

# SUBJECT TO REVISION

## INTERGOVERNMENTAL AGREEMENT (Innovista Redevelopment Plan)

This **INTERGOVERNMENTAL AGREEMENT** (the "Agreement") is dated as of this \_\_\_ day of \_\_\_\_\_, 2012, and is by and among **RICHLAND COUNTY, SOUTH CAROLINA**, a corporate body politic and a political subdivision of the State of South Carolina (the "County"), **SCHOOL DISTRICT NO. 1 OF RICHLAND COUNTY, SOUTH CAROLINA**, a school district and political subdivision of the State of South Carolina (the "School District"), and the **CITY OF COLUMBIA, SOUTH CAROLINA**, a municipal corporation and a political subdivision of the State of South Carolina (the "City," and together with the County and the School District, the "Parties" and each individually, a "Party").

### WITNESSETH:

(a) Pursuant to the "Tax Increment Financing Law," now codified in Sections 31-6-10 to 31-6-120 (herein the "Act") of the South Carolina Code of Laws of 1976, as amended (the "S.C. Code"), the governing bodies of incorporated municipalities within the State of South Carolina are vested with all powers consistent with the South Carolina Constitution necessary, useful, and desirable to enable them to accomplish redevelopment in areas which are or threaten to become blighted.

(b) The City caused to be prepared and adopted in 2010 a redevelopment plan entitled, "Innovista Redevelopment Plan," attached hereto as Exhibit A (the "Original Innovista Redevelopment Plan"), which contains a statement of objectives of the City with regard to such Innovista Redevelopment Plan. As described further below, the City now proposes to approve certain amendments to the Original Innovista Redevelopment Plan. The proposed amendments to the Original Innovista Redevelopment Plan are attached hereto as Exhibit B (such amendments being referred to as the "Innovista Plan Amendments"). The term "Innovista Redevelopment Plan" as used herein shall refer to the Original Innovista Redevelopment Plan as amended by the Innovista Plan Amendments.

(c) The Innovista Redevelopment Plan provides a comprehensive program for the redevelopment of certain areas of the City that are defined and described in the Innovista Redevelopment Plan, namely the "Columbia Innovista Redevelopment District" (the "Innovista Redevelopment Project Area").

(d) The Innovista Redevelopment Plan provides for or describes, as applicable: (i) a generic and functional list of the types and nature of projects that may be undertaken within the Innovista Redevelopment Project Area (the "Innovista Redevelopment Projects"); (ii) various parcels of real property to be included within the Innovista Redevelopment Project Area; (iii) the issuance of "obligations" within the meaning of the Act, the proceeds of which will be used to finance or refinance the costs of the Innovista Redevelopment Projects, as contemplated herein (the "Obligations"); and (iv) the duration of the Innovista Redevelopment Plan. Exhibit C attached hereto contains a list of specific projects, together with the estimated costs thereof, that are within the scope of the Innovista Redevelopment Projects and which the Parties have expressly approved pursuant to this Agreement (the "Pre-Approved Innovista Redevelopment Projects"). The term "Obligations" as used herein includes only those obligations issued to pay all or a portion of Maximum Project Costs defined in Section 6(a) hereof.

## SUBJECT TO REVISION

(e) Section 31-6-80 of the Act provides that before a municipality approves any redevelopment plan under the Act, the governing body of such municipality must hold a public hearing on the redevelopment plan after published notice in a newspaper of general circulation in the county in which the municipality and any taxing district affected by the redevelopment plan are located not less than 15 days and not more than 30 days prior to the hearing.

(f) The aforesaid section further provides that not less than 45 days prior to the date set for the public hearing, the municipality shall give notice to all taxing districts of which taxable property is included in the redevelopment project area, which notice also shall include such other matters required by the Act.

(g) After appropriate and timely notice to the County and the School District, the City approved the Original Innovista Redevelopment Plan on February 17, 2010. The County and School District, at or prior to the time of such approval, objected to and did not consent to participate in the Original Innovista Redevelopment Plan.

(h) Since the approval of the Original Innovista Redevelopment Plan, the Parties have negotiated terms and conditions under which the County and the School District are willing to participate in the Innovista Redevelopment Plan. In connection with such negotiations, the City has agreed (1) to amend the Original Innovista Redevelopment Plan to shorten the maximum term thereof and reduce the percentage at which the County and the School District will participate thereunder, and (2) to enhance timely reporting to the County and the School District of information related to the Innovista Redevelopment Plan and the Innovista Redevelopment Projects. The Parties have further agreed to create and empower an oversight committee to represent the on-going interests of the Parties.

(i) Accordingly, the Parties hereto are now entering into this Agreement to memorialize the terms and conditions under which the Parties will participate in the Innovista Redevelopment Plan. Each Party acknowledges that this Agreement is supplemental and in addition to the Innovista Redevelopment Plan, and is expressly intended to create contractual rights enforceable by the Parties with respect to the Innovista Redevelopment Plan, all as provided in Section 11 hereof.

**Section 1. Representations and Warranties of the Parties.** Each of the Parties represents and warrants that:

(a) It has the full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement;

(b) It has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Agreement; and

(c) This Agreement constitutes a legal, valid, and binding obligation of it, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

## SUBJECT TO REVISION

**Section 2. Acknowledgments; Approval of and Consent to Innovista Plan Amendments.** (a) The County and School District acknowledge and agree that the City gave appropriate and timely notice to the County and School District of the adoption of the Original Innovista Redevelopment Plan and the Innovista Plan Amendments.

(b) The City acknowledges and agrees that the County's and the School District's participation in the Innovista Redevelopment Plan is conditioned upon the terms and conditions established herein, including the specific content of the Innovista Plan Amendments as attached hereto, and that neither the County nor the School District would consent to such participation in the absence of this Agreement.

(c) The County and the School District hereby approve and consent to the Innovista Plan Amendments, but only if and to the extent that the Innovista Plan Amendments are approved by the City in exactly the form attached hereto as Exhibit B. The City agrees that the County and the School District shall have the right to approve or reject any changes that may be required to be made to the Innovista Plan Amendments prior to final approval thereof.

(d) The County and School District expressly acknowledge that the City will be issuing the Obligations in reliance upon the undertakings and agreements of the County and School District set forth herein, and hereby consent to the City's issuance of the Obligations, as contemplated by the Innovista Redevelopment Plan, subject to the terms of this Agreement.

**Section 3. Innovista Oversight Committee.** (a) Establishment of Innovista Oversight Committee. The Parties will cause the establishment and maintenance of the Innovista Oversight Committee (the "Innovista Oversight Committee") which will review, comment on, provide advice, and have certain approval powers with respect to the operation and affairs of the Innovista Redevelopment Project Area and the Innovista Redevelopment Projects as provided in this Agreement. The Innovista Oversight Committee will consist of twelve members, each of whom shall represent the interest of the Party appointing such member, as follows: (i) four members representing and appointed by the City; (ii) four members representing and appointed by the County; and (iii) four members representing and appointed by the School District. In appointing one of its four members to the Innovista Oversight Committee, each Party shall consider recommendations from the Greater Columbia Chamber of Commerce, provided, however, that such recommendations are not binding and such recommendations must include only persons who are then active in the business community.

(b) Term. Each member of the Innovista Oversight Committee shall serve at the pleasure of the Party that appointed such member.

(c) Relationship to Renaissance Oversight Committee. The members of the Innovista Oversight Committee and the members of the Renaissance Oversight Committee created pursuant to that certain Intergovernmental Agreement (Columbia Renaissance Redevelopment Plan) among the Parties, dated the date hereof and relating to the Renaissance Redevelopment Project Area, shall consist of the same appointees. The Innovista Oversight Committee and the Renaissance Oversight Committee shall be fully empowered to meet as a single body and, in a single meeting, receive such information and take such action as it deems appropriate with respect to both the Innovista Redevelopment Project Area and the Renaissance Redevelopment Project Area.



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(d) Membership Criteria. Each Party will use its best efforts to ensure that the overall membership of the Innovista Oversight Committee is diverse with respect to ethnicity, culture, and gender. The Parties will also cooperate in an effort to cause the Innovista Oversight Committee to contain: (i) at least one member with a professional background in finance; (ii) at least one member with a professional background in real estate development; (iii) at least one member with a professional background in engineering or architecture; and (iv) at least one member who is actively involved in the business community in Richland County. At least one member selected by each of the Parties shall be a member of the administrative or finance staff of that Party. In the event that a Party selects a person who serves on the governing body of that Party to serve as a member of the Innovista Oversight Committee, such person shall be serving in an ex officio capacity as a part of his official duties but shall be entitled to full participation and voting rights. Each member of the Innovista Oversight Committee that is not an elected official shall be required to provide full disclosure in writing of all actual or potential conflicts of interest that such member may have with respect to the business and affairs of the Innovista Oversight Committee and the Innovista Redevelopment Projects.

(e) Reporting Requirements. Not later than each December 1 following the end of each fiscal year of the City (the "Fiscal Year") during the duration of the Innovista Redevelopment Plan, the City will provide to the Innovista Oversight Committee and to both the County Administrator and the Superintendent of the School District information summarizing the business and financial aspects of the activities conducted within the Innovista Redevelopment Project Area. Such information shall be provided in substantially the form attached hereto as Exhibit D and shall include, at a minimum and without limitation, the following information:

(i) based on timely receipt of such information from the County (including, particularly, the County Auditor, the County Assessor or the County Treasurer, as the case may be), (1) the then-current total equalized assessed value of the Innovista Redevelopment Project Area, as defined in and described by the Act; (2) the amount of the incremental tax revenues attributable to the Innovista Redevelopment Project Area that have been collected from the levy imposed by each Party during such Fiscal Year together with the amounts paid to each Party; and (3) the amount of the incremental tax revenues remitted to the City to be deposited in the special tax allocation fund established in connection with the Innovista Redevelopment Plan (the "Special Tax Allocation Fund") during such Fiscal Year;

(ii) an itemized description of the expenditures during such Fiscal Year from the Special Tax Allocation Fund and from the proceeds of any series of Obligations with cross-references to the Innovista Redevelopment Project being implemented thereby;

(iii) the outstanding principal balance of and debt service requirements on all Obligations as of the last day of the Fiscal Year to which such report relates; and

(iv) an estimated budget for debt service on Obligations and for amounts of incremental tax revenues to be spent on Innovista Redevelopment Projects during the upcoming Fiscal Year with cross-references to the Innovista Redevelopment Project being implemented.

The County shall coordinate with the County Assessor, the County Auditor, and the County Treasurer, and shall use its best efforts to cooperate with the City, to promptly provide information

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reasonably requested by the City no later than October 1 of each year in order for the City to satisfy its reporting obligations described herein. Any direct costs incurred by the County Assessor, the County Auditor, or the County Treasurer in complying with such requests shall be payable from available incremental tax revenues in the Special Tax Allocation Fund. The information required under Sections 3(e)(ii) and (iii) above shall be either (1) verified by an independent third-party firm of certified public accountants selected by the Innovista Oversight Committee (provided that the costs and expenses of such verification may be payable from incremental tax revenues in the Special Tax Allocation Fund, if then available) or (2) included as a supplemental report within the audited financial report of the City for such Fiscal Year, in either case provided to the Innovista Oversight Committee on or before February 1 following the end of such Fiscal Year.

(f) Right of City to Implement Innovista Redevelopment Plan; Approval of Pre-Approved Innovista Redevelopment Projects. The City shall have the right to implement the Innovista Redevelopment Plan, including but not limited to the issuance of Obligations, in accordance with its stated terms and the terms and conditions of this Agreement without further approval by the Innovista Oversight Committee. The Parties hereby approve the Pre-Approved Innovista Redevelopment Projects. The City shall have the right to acquire, construct, improve, equip, finance, and otherwise implement the Pre-Approved Innovista Redevelopment Projects as described in Exhibit C hereto without further approval by the Innovista Oversight Committee or the Parties.

(g) Role of Innovista Oversight Committee. The Parties acknowledge that the Innovista Redevelopment Plan includes generic and functional descriptions of the Innovista Redevelopment Projects. Exhibit C hereto provides a detailed list of the Pre-Approved Innovista Redevelopment Projects. It is the specific intention of the Parties that: (1) any modifications of the Pre-Approved Innovista Redevelopment Projects that are consistent with the generic and functional description of the Innovista Redevelopment Projects set forth in the Innovista Redevelopment Plan must be approved by the Innovista Oversight Committee; and (2) any amendments to the generic and functional description of the Innovista Redevelopment Projects contained in the Innovista Redevelopment Plan must be approved pursuant to the procedures set forth in Section 31-6-80 of the Act. The Pre-Approved Innovista Redevelopment Projects and any modifications thereto that are hereafter approved by the Innovista Oversight Committee as provided by this Agreement are collectively referred to as the “Approved Innovista Redevelopment Projects.” In light of the foregoing, the Innovista Oversight Committee shall have the following purposes and powers:

(i) to approve any modifications to the Approved Innovista Redevelopment Projects that may be requested by the City and that do not require an accompanying amendment to the generic and functional list of the Innovista Redevelopment Projects contained in the Innovista Redevelopment Plan;

(ii) to approve any reordering of the prioritization (if any) of the Approved Innovista Redevelopment Projects that may be requested by the City;

(iii) to approve reallocations as described in Section 6(a) of this Agreement that may be requested by the City;

(iv) to recommend the disposition of Surplus Revenues (as defined in Section 6(b) of this Agreement), which recommendation will be subject to approval by the governing

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bodies of each Party, including (A) the use of Surplus Revenues to prepay or defease outstanding Obligations, to the extent that such Obligations are then subject to prepayment or defeasance; (B) the use of Surplus Revenues to fund Approved Innovista Redevelopment Projects; or (C) the release of Surplus Revenues to participating entities;

(v) to provide other related recommendations and oversight functions as necessary and appropriate; and

(vi) to approve any request by the City that a portion of the Aggregate Annual TIF Revenues (as defined in Section 4(e)(iv) of this Agreement) be used to pay for maintenance of one or more Approved Innovista Redevelopment Projects, subject to the provisions of Section 7 of this Agreement.

To clarify, the Innovista Oversight Committee shall have the right to exercise the approval powers described in clauses (i), (ii), (iii), and (vi) above only upon request by the City, and shall not have the power to approve any of the described modifications, reorderings, reallocations, or expenditures on its own motion.

(h) Supermajority Requirement. With respect to matters requiring “approval” by the Innovista Oversight Committee described in Section 3(g)(i), (ii), (iii), and (vi) above, such approval shall require a supermajority vote such that: (i) at least nine of the members vote in favor of the matter, and (ii) at least three members representing each Party vote in favor of the matter.

(i) Limitation on Powers of Innovista Oversight Committee. Notwithstanding the provisions of Section 3(g) above, the approval of the Innovista Oversight Committee shall not be required in order for the City to take any action that is required to comply with any applicable federal or state law or regulation or any order or judgment of a court or other administrative or regulatory body, or to sell or otherwise dispose of any real property acquired with incremental tax revenues or proceeds of Obligations, provided the proceeds from such sale or other disposition are deposited into the Special Tax Allocation Fund.

(j) Organizational Matters Relating to Innovista Oversight Committee. The Innovista Oversight Committee shall establish rules and procedures for the conduct of its business (the “Procedures”), which Procedures shall be approved by each Party. The Innovista Oversight Committee shall hold regular meetings at least once in each calendar quarter and shall be entitled to call special meetings as set forth in the Procedures. Any matter requiring affirmative action, whether a recommendation or approval, by the Innovista Oversight Committee must be conducted at a duly called and scheduled meeting at which a quorum is in attendance, with a “quorum” meaning at least nine members in total and at least three members representing each Party. The Innovista Oversight Committee shall, in the Procedures, establish attendance requirements and the method by which the Innovista Oversight Committee shall elect a chairman, a vice-chairman, and a secretary whose primary responsibility shall be to record the attendance of the members and provide written minutes of each meeting. The Procedures shall include a process to ensure compliance with the requirements of the Freedom of Information Act.

**Section 4. Limited Participation; Term.** (a) Participation. As used herein, the term “Participation,” with respect to each Party, means that specified percentage set forth in paragraph (d) below of the collections of incremental tax revenues attributable to the respective millage rates

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imposed by each Party on taxable real property within the Innovista Redevelopment Project Area and which will be deposited in the Special Tax Allocation Fund and applied to the extent and in the manner permitted by the Act and this Agreement.

(b) Term. The Parties hereby consent to the deposit of the collections of the specified percentage of incremental tax revenues, set forth in paragraph (d) below, attributable to their respective millage rates in the Special Tax Allocation Fund for a period not to exceed the lesser of (1) fifteen (15) years from the first day of the first Fiscal Year in which the principal of or interest on Obligations shall be scheduled to be payable or is in fact paid from incremental tax revenues, or (2) twenty (20) years from the date of the enactment by the City of the ordinance approving the Innovista Plan Amendments (the “Actual Participation Term”).

(c) Payment of Initial Incremental Tax Revenues. The Parties agree that the City may, during the first five years of the Actual Participation Term, issue Obligations the principal of and interest on which (i) shall not be secured by or payable from incremental tax revenues at all, or (ii) shall not be payable from incremental tax revenues until more than one year after the issuance thereof. In such event, all incremental tax revenues collected by the County Treasurer during the period prior to which such Obligations shall be or become payable from incremental tax revenues shall be paid to the Parties in the amounts of such incremental tax revenues generated by the levies of the respective Parties. The determination of whether and when incremental tax revenues will be used to pay principal and interest on a particular Obligation or series of Obligations shall be made by the City (and notice of such determination shall be given by the City to the County, the School District, the County Auditor and County Treasurer) on the date of delivery of such Obligations.

(d) Percentage Participations. The City hereby consents to its Participation in the Innovista Redevelopment Plan in the amount of seventy-five percent (75%) of the collections of the incremental tax revenues derived from the Innovista Redevelopment Project Area attributable to its millage (the “City Percentage Participation”); the County hereby consents to its Participation in the Innovista Redevelopment Plan in the amount of seventy-five percent (75%) of the collections of the incremental tax revenues derived from the Innovista Redevelopment Project Area attributable to its millage (the “County Percentage Participation”), and the School District hereby consents to its Participation in the Innovista Redevelopment Plan in the amount of seventy-five percent (75%) of the collections of the incremental tax revenues derived from the Innovista Redevelopment Project Area attributable to its millage, excluding, specifically, however, in this computation any revenue attributable to the reimbursement from the State of South Carolina pursuant to Section 11-11-156(D) of the S.C. Code, all of which is to be remitted to the School District (the “School District Percentage Participation”).

(e) Allocation Methodology. The County shall utilize its best efforts to ensure that the County Treasurer will implement, every tax year during the Actual Participation Term, the respective Percentage Participations described above pursuant to the following methodology:

(i) Determination of Total Innovista Tax Incremental Revenues. In each tax year during the Actual Participation Term, there shall first be implemented the provisions of Section 31-6-70(2)(b) of the Act by determining that portion, if any, of tax revenues that are received from the Innovista Redevelopment Project Area and which are attributable to the increase in the then-current total equalized assessed valuation of all taxable real property in the Innovista Redevelopment Project Area over and above the total initial equalized assessed

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value of taxable real property in the Innovista Redevelopment Project Area (the amount of the increase in assessed value with respect to each Party being referred to as the “Increased Assessed Value,” and all of such incremental taxes being referred to as the “Total Innovista Incremental Taxes”). Prior to depositing any amount of the Total Innovista Incremental Taxes into the Special Tax Allocation Fund, however, there shall be performed the calculations required by the remainder of this Section 4(e).

(ii) Allocation Among Parties. There shall then be allocated the portion of the Total Innovista Incremental Taxes attributable to the levies of the Parties among the Parties by multiplying the amount of each Party’s millage imposed during such tax year by the Increased Assessed Value of property subject to *ad valorem* taxation by such Party. The resulting amounts shall be expressed in dollars and shall be defined, with respect to each Party, as the “City Attributable Incremental Taxes,” the “County Attributable Incremental Taxes,” and the “School District Attributable Incremental Taxes” for such tax year.

(iii) Application of Percentages; Deposit. Unless paid to each Party in accordance with the provisions of Section 4(c) hereof, as of each May 1 of each tax year, there shall then be allocated and distributed such Total Innovista Incremental Taxes as follows:

(A) With respect to the City, the City Attributable Incremental Taxes shall be multiplied by the City Percentage Participation (the “City TIF Revenues”). The City TIF Revenues shall be deposited into the Special Tax Allocation Fund. City Attributable Incremental Taxes in excess of the City TIF Revenues, i.e. 25% of such revenues, shall be promptly remitted to the City to be applied ] as provided by general law.

(B) With respect to the County, the County Attributable Incremental Taxes shall be multiplied by the County Percentage Participation (the “County TIF Revenues”). The County TIF Revenues shall be deposited into the Special Tax Allocation Fund. County Attributable Incremental Taxes in excess of the County TIF Revenues, i.e. 25% of such revenues, shall be promptly remitted to the County to be applied as provided by general law.

(C) With respect to the School District, the School District Attributable Incremental Taxes shall be multiplied by the School District Percentage Participation (the “School District TIF Revenues”). The School District TIF Revenues shall be deposited into the Special Tax Allocation Fund. School District Attributable Incremental Taxes in excess of the School District TIF Revenues, i.e. 25% of such revenues, shall be promptly remitted to the School District to be applied as provided by general law.

(D) Any remaining amounts of the Total Innovista Incremental Taxes that are attributable to the levies of taxing entities other than the Parties shall be deposited into the Special Tax Allocation Fund.

(E) If any portion of Total Innovista Incremental Taxes is received after the initial annual distribution is made, then such portion shall be distributed by the end of the calendar quarter in which it was received in accordance with the foregoing

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distribution method.

(iv) Aggregate Annual TIF Revenues. The aggregate of the City TIF Revenues, the County TIF Revenues, the School District TIF Revenues, and any amounts described in Section (4)(e)(iii)(D) and (E) above in any given tax year is referred to herein as the “Aggregate Annual TIF Revenues.” The Parties agree that the City shall have the conclusive right, without approval or review by the Innovista Oversight Committee, to apply Aggregate Annual TIF Revenues to Debt Service Requirements and Other Requirements (as such terms are defined in Section 6(b) of this Agreement) and to the costs of Approved Innovista Redevelopment Projects on a “pay-as-you-go” basis, all as more particularly described in Section 6(b).

(v) No Responsibility for Shortfall. With respect to this Agreement and as provided by the Act, neither the County nor the School District shall be responsible for any shortfalls in the Aggregate Annual TIF Revenues relative to the projections contained in the Innovista Redevelopment Plan or relative to Debt Service Requirements (as defined in Section 6(b) of this Agreement). Insofar as any shortfall is to be offset from rate increases for the users of the City’s water and sewer systems, the City agrees to use its best efforts to ensure that there is no disproportionately high rate increase for customers in the unincorporated portions of the County.

An example illustrating the operation of the foregoing allocation is attached hereto as Exhibit E.

**Section 5. Act 388 True-Up.** Each of the City and the County hereby agree that it shall promptly remit to the School District, as and when received and in the full amount so received, any payments received pursuant to Section 11-11-156(D) of the S.C. Code, and the City hereby waives any statutory right to receive such funds the City would have otherwise been granted under said Section 11-11-156(D). The Parties acknowledge and agree that the purpose of this undertaking is to ensure that the School District receives reimbursement for the exemption provided to owner-occupied residential property from all property taxes imposed for school operating purposes pursuant to Section 12-37-220(47) of the S.C. Code. In the event that applicable law is changed during the term of this Agreement to provide for a different reimbursement mechanism, each of the City and the County will remit to the School District the entire amount of the reimbursement received by them (if any) and due to the School District for the exemption provided to owner-occupied residential property from all property taxes imposed for school operating purposes pursuant to Section 12-37-220(47) of the S.C. Code.

**Section 6. Maximum Project Costs; Surplus Revenues; Dissolution.** (a) Reduction in Project Costs. The Approved Innovista Redevelopment Projects may be funded, in whole or in part, directly with Aggregate Annual TIF Revenues on a “pay-as-you-go” basis or indirectly with the principal of Obligations. To the extent that the cost of an individual Approved Innovista Redevelopment Project is less than indicated (either because the cost is less than estimated, because funds are available from sources other than Aggregate Annual TIF Revenues or principal of Obligations, or otherwise), the City shall have the right, after receiving the approval of the Innovista Oversight Committee, to reallocate the Aggregate Annual TIF Revenues or principal of Obligations intended to pay such project costs to other Approved Innovista Redevelopment Projects that are consistent with the generic and functional description in the Innovista Redevelopment Plan. In no event during the Actual Participation Term shall the total costs of Approved Innovista

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Redevelopment Projects and Other Requirements (as defined herein) paid directly by Aggregate Annual TIF Revenues and from the principal of Obligations exceed Seventy Million (\$70,000,000) Dollars (the “Maximum Project Costs”). Subsequent to the date that the costs of Approved Innovista Redevelopment Projects and Other Requirements paid from Aggregate Annual TIF Revenues and principal of Obligations equal Seventy Million (\$70,000,000) Dollars, Aggregate Annual TIF Revenues collected thereafter and not used to pay Debt Service Requirements on Obligations delivered prior to such date constitute “Surplus Revenues” as such term is further defined and described below.

(b) Surplus Revenues. For purposes of this Agreement, the term “Surplus Revenues” shall be interpreted by reference to the description of “surplus funds” contained in Section 31-6-40 of the Act: “monies not required for payment and securing of obligations and the excess funds are surplus funds” **and** “any monies remaining in the Special Tax Allocation Fund after complying with the requirements of the pledge are also considered surplus funds.” Consistent with the foregoing description and for purposes of this Agreement, “Surplus Revenues” shall mean Aggregate Annual TIF Revenues that are required to be deposited or that are deposited into the Special Tax Allocation Fund in any tax year in excess of the aggregate of (1) the total amount of Debt Service Requirements (defined below) on all Obligations, (2) the total amount of Other Requirements (defined below) related to the Obligations and the Innovista Redevelopment Projects, and (3) the total amount of expenditures made to defray the costs of Approved Innovista Redevelopment Projects on a “pay-as-you-go” basis in such tax year to the extent and in the manner permitted by the Act and this Agreement. The term “Debt Service Requirements” shall be deemed to include all payments of principal, interest, redemption premium (if any), optional or mandatory redemptions of Obligations, and reimbursements for such payments previously made by the City from sources other than incremental tax revenues. The term “Other Requirements” shall include professional fees and expenses (including fees and expenses of trustees, registrars, paying agents, escrow agents, financial advisors, continuing disclosure agents, attorneys, accountants, consultants and the like), which are incurred by the Parties or the Innovista Oversight Committee in connection with the Obligations or the Innovista Redevelopment Projects (including but not limited to costs and expenses of any audit attributable to the Innovista Redevelopment Project Area described in Section 3(e) above), arbitrage rebate liability associated with tax-exempt Obligations and any costs and expenses related to the foregoing, and required deposits to reserve or cushion funds or similar funds and accounts), which amount shall count against Maximum Project Costs.

(c) Notwithstanding any other provision of this Intergovernmental Agreement, no pledge is made by this Agreement of any Surplus Revenues. Any expenditure of Surplus Revenues may be made only pursuant to the terms of a supplemental written agreement providing for such expenditures, which written agreement must be formally approved by the Parties.

(d) As described in Section 3(g)(iv) of this Agreement, the Innovista Oversight Committee shall have the right to recommend a particular use of Surplus Revenues, subject to approval by formal action of the respective governing bodies of the Parties. The Innovista Oversight Committee shall make such a recommendation prior to March 31 of each year during the Actual Participation Term. Each of the Parties will, prior to May 1 of each year during the Actual Participation Term, consider and act on such recommendation with respect to the use of any Surplus Revenues deposited to the Special Tax Allocation Fund in such year. If requested by the Parties, the Innovista Oversight Committee and the Parties will endeavor to permit differing dispositions of Surplus Revenues for each Party; provided, however, that the Parties acknowledge

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and agree that implementation of such differing dispositions may require an amendment to this Agreement to provide for a revised allocation methodology. If the Parties cannot, on or before the June 1 of a given year, agree on a suitable amendment to allow differing dispositions then the default outcome (absent agreement among all Parties) shall be that Surplus Revenues will be returned to the County Treasurer to be distributed to the Parties as required by general law, and more particularly by Sections 31-6-40 and 31-6-70 of the Act.

(e) **Dissolution upon Completion.** The City further agrees that promptly upon the full payment of the Maximum Project Costs from Aggregate Annual TIF Revenues and proceeds of Obligations, and the discharge of such Obligations, the City will dissolve the Innovista Redevelopment Project Area as to the School District and the County pursuant to the procedure described in the Act, but to the extent allowed by law, may keep the Innovista Redevelopment Plan open pending amendments to the Plan and other developments, including offering the County and the School District the opportunity to further participate in the redevelopment of the area.

**Section 7. Maintenance Costs.** The Parties agree that, in any given tax year, the City may request that the Innovista Oversight Committee approve pursuant to Section 3(g)(vi) of this Agreement the application of a portion of the Aggregate Annual TIF Revenues to the actual costs of long-term maintenance of the Approved Innovista Redevelopment Projects. In the absence of such approval, the City will have no right to apply Aggregate Annual TIF Revenues for such purpose. To the extent that the Innovista Oversight Committee approves the application of Aggregate Annual TIF Revenues for such purpose, the approved amount shall not count against Maximum Project Costs.

**Section 8. Notice and Right to Cure.** If any Party defaults under any of this Agreement's terms, either or both of the non-defaulting parties may give written notice of the default to the defaulting Party. The defaulting Party shall have thirty days after receipt of such written notice to cure the default. If the defaulting Party fails to cure the default within this time period, the non-defaulting Parties shall then be entitled to exercise any rights or remedies granted under this Agreement or under applicable law.

**Section 9. No Personal Liability.** No obligation or agreement contained herein shall be deemed to be an obligation or agreement of any present or future member, officer, agent or employee of the City, the County or the School District in any other than his or her official capacity, and neither the members of the City Council, the County Council or the Board of Trustees of the School District (as applicable), nor any official executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the obligations or agreements of the City, the County or the School District contained in this Agreement.

**Section 10. Binding Nature of Agreement.** This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the governing bodies of the City, the County and the School District and their respective successors in office.

**Section 11. Effect of Agreement.** This Agreement constitutes and is intended by the parties to constitute the entire agreement between the Parties, and all obligations of the Parties, each to the other, contained in any memorandum and any other document or based upon any other communications prior to the execution of this Agreement have been satisfied or are superseded by this Agreement and are no longer valid and enforceable, provided this Agreement is properly



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executed and duly authorized by the Parties. Accordingly, the Parties hereto are now entering into this Agreement to memorialize the terms and conditions on which each Party will participate in the Innovista Redevelopment Plan. Each Party acknowledges that this Agreement is supplemental and in addition to the Innovista Redevelopment Plan, and is expressly intended to create contractual rights enforceable by the City, the County and the School District with respect to the Innovista Redevelopment Plan and the distribution of real property taxes and tax increment revenues received from the properties described in such Redevelopment Plan as being included in the Redevelopment Project Area.

**Section 12. Amendments.** This Agreement may not be effectively amended, changed, modified, altered or terminated, except in accordance with the express provisions of this Agreement or with the written consent of all Parties hereto.

**Section 13. Captions; Sections; Headings.** The sections, headings and other titles to paragraphs of this Agreement are inserted solely for the convenience of reference. None shall in any way define, limit, extend or aid in the construction of the scope, extent, meaning or intent of this Agreement.

**Section 14. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

**Section 15. No Construction Against Drafter.** The Parties hereby acknowledge that they have reviewed this Agreement, that each of the Parties has offered suggested changes and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

**Section 16. Severability.** If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

**Section 17. Governing Law.** This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State, and by their signatures herein below, the parties consent to the exclusive jurisdiction of the courts of the State, in Richland County, for resolution of any dispute arising hereunder.

**Section 18. Dispute Resolution; Mediation.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To that end, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all Parties. If the Parties do not reach such solution within a period of sixty days, then the Parties agree to promptly submit to non-binding mediation any dispute that might otherwise have to be litigated, with each Party paying one-third of

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the costs of the mediator's services and necessary expenses.

**IN WITNESS WHEREOF**, the City, the County, and the School District, by their authorized representatives, have hereunto set forth their hands as of the day first above written.

## **CITY OF COLUMBIA, SOUTH CAROLINA**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## **RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## **SCHOOL DISTRICT NO. 1 OF RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

# **SUBJECT TO REVISION**

Exhibit A

Original Innovista Redevelopment Plan  
*[to be attached]*

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## Exhibit B

### Form of Innovista Plan Amendments

#### **I. ADOPTION OF THE ORIGINAL INNOVISTA REDEVELOPMENT PLAN**

At a meeting held on February 17, 2010, the City Council (the “Council”) of the City of Columbia, South Carolina (the “City”) enacted Ordinance No. 2010-031, pursuant to Sections 31-6-10 through 31-6-120, Code of Laws of South Carolina 1976, as amended (the “Tax Increment Financing Law”), which provided for, among other matters, the adoption of the Innovista Redevelopment Plan, as a “redevelopment plan” within the meaning of such term under the Tax Increment Financing Law (the “Original Innovista Redevelopment Plan”). The Original Innovista Redevelopment Plan designated certain real property located within the territorial limits of the City as a redevelopment project area (the “Innovista Redevelopment Project Area”) under the Tax Increment Financing Law. The Original Innovista Redevelopment Plan also provided for the issuance of Tax Increment Bonds in a principal amount of not exceeding \$150,000,000. As of the date hereof, the City has not issued any Tax Increment Bonds contemplated by the Original Innovista Redevelopment Plan.

Capitalized terms not otherwise defined herein shall have the meanings set forth in the Original Innovista Redevelopment Plan.

#### **II. FIRST AMENDMENT TO INNOVISTA REDEVELOPMENT PLAN**

By adopting this First Amendment to Innovista Redevelopment Plan (the “First Amendment”; the Innovista Redevelopment Plan as amended by this First Amendment to be referred to herein as the “Innovista Redevelopment Plan as Amended”), the City proposes: (1) to modify the participation of the City, Richland County, South Carolina (the “County”) and the School District No. 1 of Richland County (the “School District”), with respect to incremental tax revenues generated within the Innovista Redevelopment Project Area to an amount equal to seventy-five percent (75%) of the incremental tax revenues attributable to the respective millages of the City, the County and the School District; (2) to shorten the total duration of the Original Innovista Redevelopment Plan; (3) to reduce the maximum principal amount of Tax Increment Bonds which may be issued under the Original Innovista Redevelopment Plan from \$150,000,000 to \$70,000,000; (4) to replace the information relating to the public infrastructure improvements proposed to be financed from the proceeds of Tax Increment Bonds, incremental tax revenues generated within the Innovista Redevelopment Project Area, or a combination of the foregoing; (5) to eliminate the Innovista Advisory Committee described in the Original Innovista Redevelopment Plan and replace it with the Innovista Oversight Committee having such functions, powers and authority as described herein; and (6) to establish the “initial equalized assessed value” and “total initial equalized assessed value” (as such terms are defined in Section 31-6-100 of the Tax Increment Financing Law) for all taxable real property within the Innovista Redevelopment Project Area, based on the equalized assessed values of such real property for the tax year beginning on January 1, 2011.

On or prior to the date of approval of this First Amendment, the City has obtained the consent of the County and the School District to the modifications to the Original Innovista Plan contained herein, as evidenced by the Intergovernmental Agreement (Innovista Plan) dated \_\_\_\_\_, 2012 (the “County/School District Agreement”), among the City, the County and the School District, as authorized by resolution or other legislative action of the governing bodies thereof

## **SUBJECT TO REVISION**

The findings and objectives of the City as set forth in the Original Innovista Redevelopment Plan as initially adopted are hereby confirmed, approved and ratified (except as updated or supplemented herein) by this First Amendment.

### **III. PARTICIPATION OF CITY, COUNTY, AND SCHOOL DISTRICT; DURATION**

During the term of the Innovista Redevelopment Plan as Amended, each of the City, the County and the School District will Participate (as defined herein) in the Innovista Redevelopment Plan as Amended in the amount of seventy-five percent (75%) of the incremental tax revenues from the Innovista Redevelopment Project attributable to the respective millages of the City, the County and the School District. The term “Participate” means that a specified percentage of the collections of incremental tax revenues attributable to the respective millage rates of the City, the County and the School District will be deposited in the “special tax allocation fund” (as defined in the Tax Increment Financing Law), and applied to the extent and in the manner permitted by the Act, the County/School District Agreement and the Innovista Redevelopment Plan as Amended.

The duration of the Original Innovista Redevelopment Plan shall be reduced as follows:

- The percentage of incremental tax revenues attributable to the respective millage rates of the City, the School District and the County (as described in the foregoing paragraph) and the incremental tax revenues attributable to the respective millage rates of Richland-Lexington Riverbanks Park District (the “Riverbanks Park District”) and Richland-Lexington Airport District (the “Airport District”), shall be deposited into the “special tax allocation fund” (as defined in the Tax Increment Financing Law) and applied to the extent and in the manner permitted by the Act, the County/School District Agreement and the Innovista Redevelopment Plan as Amended for a period of not to exceed the lesser of (1) fifteen (15) years from the first day of the first fiscal year of the City in which the principal of or interest on Tax Increment Bonds shall be scheduled to be payable or is in fact paid from incremental tax revenues or (2) twenty (20) years from the date of the enactment by the City of the ordinance approving this First Amendment (the “Actual Participation Term”)
- Provided, however, that (a) for purposes of the definition of “Actual Participation Term” above, the term “Tax Increment Bonds” (as defined in the Original Innovista Redevelopment Plan) does not include obligations issued by the City under the Tax Increment Financing Law during the first five years of the Actual Participation Term (the “Interim Bonds”), if the principal of and interest on such Interim Bonds (1) are not secured by or payable from incremental tax revenues at all or (2) are not payable from incremental tax revenues until more than one year after the issuance thereof; and (b) for all other purposes of the Innovista Redevelopment Plan as Amended, the term “Tax Increment Bonds” means all obligations issued by the City under the Tax Increment Financing Law with respect to the Innovista District.

### **IV. MAXIMUM PRINCIPAL AMOUNT OF TAX INCREMENT BONDS; UPDATED PROJECT INFORMATION**

The Original Innovista Redevelopment Plan (specifically in Chapters 4 and 7 thereof) includes an itemized, prioritized list of the public infrastructure projects that the City intends to undertake

## **SUBJECT TO REVISION**

within the Innovista Redevelopment Project Area (estimated to be \$153,938,587, not including certain “soft” costs and other costs described therein) and provides that the City may finance such costs by issuing up to \$150,000,000 of Tax Increment Bonds during the term of the Original Innovista Redevelopment Plan.

This First Amendment reduces the maximum principal amount of Tax Increment Bonds which may be issued from \$150,000,000 to \$70,000,000 (not including refundings) and updates and supplements the information in the Original Innovista Redevelopment Plan related to the public infrastructure projects. Without affecting the validity of the Original Innovista Redevelopment Plan (or the findings made by the City with respect thereto), Chapter 4 of the Original Innovista Redevelopment Plan should be disregarded in its entirety and replaced with the information in Schedule A attached hereto.

### **V. ELIMINATION OF INNOVISTA ADVISORY COMMITTEE; CREATION OF INNOVISTA OVERSIGHT COMMITTEE AND RESPONSIBILITIES THEREOF; USE OF INCREMENTAL TAX REVENUES**

The Original Innovista Redevelopment Plan is hereby amended to delete Section 1.5 thereof in its entirety and replace it with the text attached as Schedule B hereto. All references generally to the Innovista Advisory Committee in the Original Innovista Redevelopment Plan are hereby deleted.

### **VI. UPDATED ASSESSED VALUES; ESTIMATE AS TO EQUALIZED ASSESSED VALUE AFTER REDEVELOPMENT**

The assessed value of all taxable real property within the Innovista District for the tax year beginning January 1, 2011, is \$9,908,070; a full listing of all real properties that are included in the Innovista District (as of the tax year beginning January 1, 2011) is set forth in Schedule C hereto. For purposes of the Innovista Redevelopment Plan as Amended, the “initial equalized assessed value” and the “total initial equalized assessed value” (as such terms are defined in the Tax Increment Financing Law) of the parcels within the Innovista District shall be determined with respect to the equalized assessed values of such real property for the tax year beginning on January 1, 2011.

Section 5.2 of the Original Innovista Redevelopment Plan included an estimate as to equalized value after redevelopment of the Innovista District. Such estimate included the then-current initial equalized value of \$9,041,680, and assumed that the redevelopment of the Innovista District would achieve complete build-out during the 25-year term of the Original Innovista Redevelopment Plan. Because the assessed value of all taxable real property within the Innovista District for the tax year beginning January 1, 2011, has increased from \$9,041,680 to \$9,908,070, and applying all other assumptions as stated in the Original Innovista Redevelopment Plan, it is now estimated that, after completion of the redevelopment of the Innovista District, the equalized assessed value of such area will be approximately \$60,680,452, representing an increase of \$50,772,382 from the total initial equalized assessed value stated above.

Given the reduction in the duration of the Original Innovista Redevelopment Plan, it is no longer expected that redevelopment of the Innovista District will achieve complete build-out during the duration of the Innovista Redevelopment Plan as Amended. Instead, it is estimated that at the conclusion of the Innovista Redevelopment Plan as Amended, the equalized assessed value of such

## **SUBJECT TO REVISION**

area will be approximately \$[insert], representing an increase of \$[insert] from the initial equalized assessed value stated above. This calculation was generated by assuming level annual absorption over the maximum 20-year term under the “moderate” scenario contained in the ERA Report, applying a value of \$156.25 per square foot for commercial development and \$125 per square foot for residential development, excluding real property that is anticipated to be absorbed by the University of South Carolina as indicated in the ERA Report, and applying appropriate assessment ratios.

### **VII. IMPACT ON TAXING DISTRICTS**

The Original Innovista Plan (and the findings of City Council in connection therewith) included statements as to the effect of the estimated impact upon the revenues of the taxing districts (e.g., the City, the County, the School District, the Airport District and the Zoo District) of the Original Innovista Plan. The City believes that the overall financial impact on the taxing districts from the Innovista Plan as Amended is expected to be minimal because:

- (a) Such taxing districts will continue to collect real property tax revenues attributable to the initial equalized assessed value of properties in the Innovista Redevelopment Project Area;
- (b) The City, the County and the School District will collect a portion of the incremental real property tax revenues (e.g., 25%) attributable to properties in the Innovista Redevelopment Project Area; although taxing districts will forgo a small portion of their future revenue growth for a period of time, all will benefit from a stronger, more diverse tax base and economy, improved roads, utilities and other infrastructure and a more attractive community;
- (c) The Innovista Redevelopment Project Area represents a small portion of the overall tax base of the taxing districts;
- (d) Without the Innovista Plan as Amended, it is expected that tax revenues within the Innovista Redevelopment Project Area would remain static or decline; and
- (e) Property taxes paid on vehicles, machinery and equipment and other personal property are not affected. Each taxing district will continue to receive the full benefit of growth of personal property values.

### **VIII. OBJECTIVES**

The Innovista Redevelopment Plan as Amended is being implemented to accomplish the following objectives, in addition to those described in the Original Innovista Redevelopment Plan:

- A. To promote and protect health, safety and welfare of the public.
- B. To eradicate blighted conditions by instituting measures to redevelop blighted areas.
- C. To remove and alleviate adverse conditions necessary to encourage private development.
- D. To restore and enhance the tax base through redevelopment.
- E. To utilize property in the Innovista Redevelopment Project Area for its highest and best use.

# SUBJECT TO REVISION

**Schedule A:** Replacement Chapter 4 of Original Innovista Redevelopment Plan

The following text shall be substituted for Chapter 4 of the Original Innovista Redevelopment Plan:

## **CHAPTER 4 – TAX INCREMENT FINANCING (TIF)**

### **4.1 Public Infrastructure Improvements**

The City intends to use incremental tax revenues, proceeds of Tax Increment Bonds and/or a combination of the foregoing, as well as other available sources of funding (including grants, loans and contributions from private developers) to finance certain public infrastructure improvements. Although a small portion of the incremental tax revenues may be used to defray long-term project maintenance costs (included within the description of public infrastructure improvements), it is the City's expectation that virtually all of the incremental tax revenues will be applied to the capital costs of the public infrastructure improvements which will, in turn, foster, encourage and enhance private development.

The following list describes the types of public infrastructure improvements that the City intends to finance pursuant to this redevelopment plan:

#### **Street/Pedestrian Improvements**

1. Improvement to or replacement of existing streets, including extensions, realignments, relocations, resurfacing of or changes to pavement or lane widths and intersection improvements. Construction, reconstruction, addition, improvement, expansion, relocation, renovation, upfitting, or formalization of new streets and rights of way; existing streets and rights of ways; rail crossings; bridges and pedestrian overpasses; traffic or pedestrian squares, promenades, paths, or crossings; signalization; off-street or on-street parking; sidewalks; and/or curbs, gutters and storm drainage.
2. Landscaping, lighting, signage, and related infrastructure.
3. An improved vehicular connection and relocation of streets as needed.
4. Entry/gateway features including landscaping, lighting, signage and other improvements at entry points.
5. Replacement of asphalt and concrete.
6. Pedestrian improvements (including street furnishings, landscaping and tree plantings, signage and lighting).

#### **Utility System Improvements**

1. Improvements (including distribution, treatment, transmission and realignment) to public water, sewer, electric, stormwater and communication systems
2. Acquisition of utility easements, rights-of-way or other property rights associated with the provision of new and improved utility services or removal of obsolete systems
3. Installation, relocation, reconstruction, renovation, or removal of overhead utility lines and/or replacement with new below ground systems; installation, relocation, reconstruction, renovation, or removal of gas lines.
4. Construction or improvements to administration spaces relating to utility systems
5. Public safety Shot-spotter gunshot location plat



## **SUBJECT TO REVISION**

6. Tactical wireless video/audio surveillance system
7. Broad band wireless (Wi-Fi and Wi-Max)

### **Recreational or Public Spaces**

1. Construction, reconstruction, addition, improvement, expansion, relocation, renovation, upfitting, or equipping of public parks and/or recreational spaces.

### **Related Expenses and Financing Costs**

1. Land acquisition; land assembly; and acquisition of easements and rights-of-way.
2. Demolition and disposal of existing components or improvements; soil replacement/removal
3. Surveys and appraisals related to all projects
4. Historic preservation surveys, nominations and design
5. Planning, design, engineering, architectural and other professional services related to all projects
6. Environmental studies and abatement for all projects
7. Legal services for all projects
8. Marketing, advertising and related costs for all projects
9. Financing costs, including fees and costs associated with bond issuance or re-issuances, reporting and ongoing management of bond funds
10. Construction period interest/accrued interest
11. Debt service reserves
12. Issuance costs
13. Costs arising in connection with activities of oversight committee.
14. Associated long-term maintenance expenses.\*

**Total Expected Qualifying TIF Costs:      \$70,000,000**

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\*Does not count against \$70,000,000 limit to be funded from Tax Increment Bonds or incremental tax revenues.

# SUBJECT TO REVISION

## **Schedule B** – Innovista Oversight Committee and Functions and Responsibilities Thereof

Section 1.5 of the Original Innovista Redevelopment Plan is hereby deleted in its entirety and replaced with the following text:

### **1.5 Innovista Oversight Committee**

In order to ensure that the redevelopment of the Innovista District is consistent with this Redevelopment Plan, as amended, and responsive to future development needs, there shall be created a committee (the “Innovista Oversight Committee”) which will review, comment on, provide advice, and have certain approval powers with respect to the operation and affairs of the Innovista Redevelopment Project Area. The composition and maintenance of the Innovista Oversight Committee, as well as its powers and responsibilities, shall be determined by agreement among the City, the County and the School District; provided, however, that the City shall have the right to implement this Original Innovista Redevelopment Plan, as amended, including but not limited to the issuance of Tax Increment Bonds, in accordance with its stated terms and the terms and conditions of the County/School District Agreement, without further approval by the Innovista Oversight Committee.

As described in the County/School District Agreement, after application of incremental tax revenues for the payment of debt service requirements on Tax Increment Bonds or to fund redevelopment project costs for the public infrastructure projects pursuant to Chapter 7 hereof, incremental tax revenues may be used to pay long-term maintenance expenses with respect to the public infrastructure projects and for such other purposes related to “Surplus Revenues” (as defined in the County/School District Agreement), subject to the recommendation and/or approval (as applicable) of the Innovista Oversight Committee and the governing bodies of the taxing districts, in each case prior to any disposition of surplus amounts as described in Chapter 7 hereof.

# SUBJECT TO REVISION

**Schedule C**: Complete Property Listing for Innovista (Tax Year Beginning January 1, 2011)

# SUBJECT TO REVISION

## Exhibit C

### Pre-Approved Innovista Redevelopment Projects

The Master Plan (as defined in the Original Innovista Redevelopment Plan) contains an itemized estimate of the project costs within the Innovista Redevelopment Project Area. These project costs were prepared in 2007 and accordingly have been updated in the list below to present-day value estimates. In addition, certain projects have been added, either to reflect more recent development plans and conditions or to provide for public infrastructure improvements in areas that were not included in the Master Plan. The following table presents a conceptual overview of the components of the public infrastructure projects, establishes the order of priority in which the public infrastructure projects are currently intended to be constructed, and provides the estimated, aggregate, present-day cost of each component. The cost estimates provided below are expressed in present-day terms, and the actual costs may be higher than estimated because of contingencies, inflation, unexpected limitations on materials, supplies, or labor, or other conditions that may arise in the future. In addition, development needs, growth patterns, unforeseen occurrences, and other contingencies may cause some or all of the following public infrastructure projects to be modified, supplemented, replaced, or otherwise varied, or for the accompanying cost estimates to be reduced or increased.

The Maximum Projects Costs to be funded with Aggregate Annual TIF Revenues and/or the proceeds of Obligations are limited to \$70,000,000, notwithstanding that the itemized projects below aggregate \$153,938,587.

#### **Priority I: Greene Street [Assembly St. to Congaree River Parkway]**

Greene Street .....	\$1,445,500
Rail Crossing .....	7,500,000
Foundation Square .....	5,756,770
Greene Street Promenade .....	<u>2,273,600</u>
Subtotal Estimated Construction Costs .....	\$16,975,870
<b>PLUS</b>	
Contingency and Design .....	5,092,761
Land Acquisition for Green Street Promenade .....	<u>3,550,000</u>
<b>TOTAL</b> .....	\$25,618,631

#### **Priority II: Congaree River Parkway, Powerline and Gas Line Relocation & Senate Street**

Congaree River Parkway .....	\$3,566,000
Powerline Relocation .....	7,000,000
Senate Street .....	1,186,500
Greene Street [Williams to Huger] .....	204,000
Gas Line Relocation .....	<u>1,080,000</u>
Subtotal Estimated Construction Costs .....	\$13,036,500
<b>PLUS</b>	
Contingency and Design .....	3,910,950
Land Acquisition for Parkway and Greene Street Connector .....	<u>6,960,000</u>
<b>TOTAL</b> .....	\$23,907,450

#### **Priority III: New & Improved Streets in Waterfront District**

Pendleton .....	\$531,600
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## SUBJECT TO REVISION

Devine .....	1,170,500
College.....	703,200
Wheat.....	460,000
Gist.....	230,000
Pulaski.....	1,610,000
Catawba .....	<u>2,176,000</u>
Subtotal Estimated Construction Costs .....	\$6,881,300
<b>PLUS</b>	
Contingency and Design.....	2,064,390
Land Acquisition for College & Devine.....	<u>2,878,750</u>
<b>TOTAL .....</b>	<b>\$11,824,440</b>

### Priority IV: Granby and Olympia Mills Neighborhood Improvements

Improve Existing Streets .....	\$9,966,000
Park and Parking Lot Refurbishment .....	<u>1,742,400</u>
Subtotal Estimated Construction Costs .....	11,708,400
<b>PLUS</b>	
Contingency and Design.....	<u>3,512,520</u>
<b>TOTAL .....</b>	<b>\$15,220,920</b>

### Priority V: Riverfront Park at Ballpark

Park .....	\$6,729,685
Wheat Street.....	460,000
Subtotal Estimated Construction Costs .....	\$7,189,685
<b>PLUS</b>	
Contingency and Design.....	<u>2,156,906</u>
<b>TOTAL .....</b>	<b>\$9,346,591</b>

### Priority VI: Congaree Regional Waterfront Park

Park .....	\$39,512,904
<b>PLUS</b>	
Contingency and Design.....	<u>11,853,871</u>
<b>TOTAL .....</b>	<b>\$51,366,775</b>

### Priority VII: Remaining Improvements

Remaining Improvements in Waterfront District.....	\$4,556,000
Remaining Improvements in Innovation District.....	<u>8,254,600</u>
Subtotal Estimated Construction Costs .....	12,810,600
<b>PLUS</b>	
Contingency and Design.....	<u>3,843,180</u>
<b>TOTAL .....</b>	<b>\$16,653,780</b>

**TOTAL PROJECTED COSTS..... \$153,938,587**

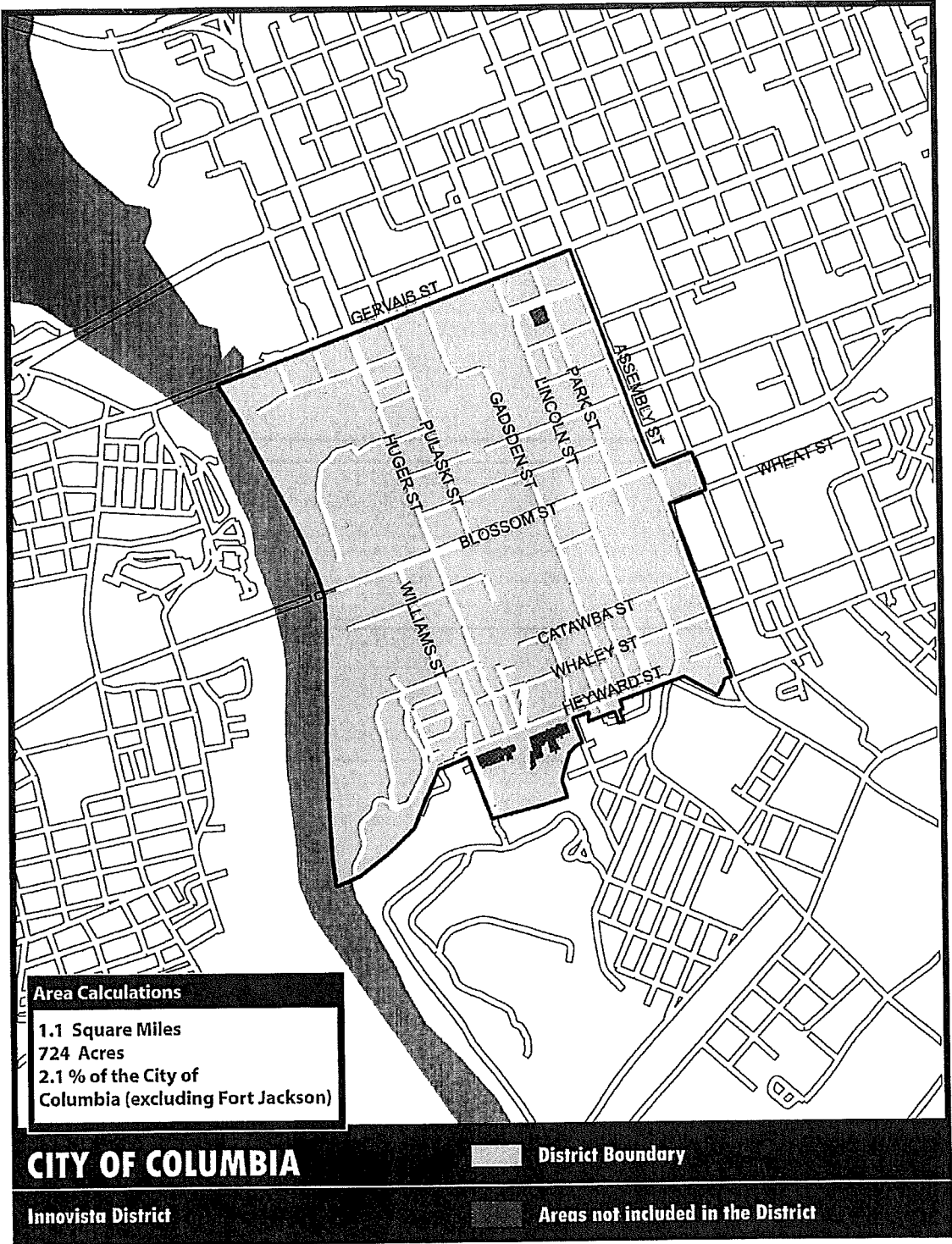
The above schedule does not include other costs, such as architectural and engineering costs, surveys, environmental, legal and other “soft” costs, capitalized interest and/or debt service reserves associated with the design, financing, and construction of the public infrastructure projects.

# **SUBJECT TO REVISION**

## Exhibit D

Form of Annual Financial Report

Figure 1.1: Map of District



# Richland County Council Request of Action

## **Subject**

12-33MA  
Trinity Presbytery, Inc.  
Frank Strasburger  
RU to RS-MD (10 Acres)  
Longtown Rd. & Longtown Rd. East  
20300-02-48 [**PAGES 204-205**]

## **Notes**

First Reading: November 27, 2012  
Second Reading:  
Third Reading:  
Public Hearing: November 27, 2012



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-12HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 20300-02-48 FROM RU (RURAL DISTRICT) TO RS-MD (RESIDENTIAL, SINGLE-FAMILY – MEDIUM DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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 Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 20300-02-48 from RU (Rural District) zoning to RS-MD (Residential, Single-Family – Medium Density District) zoning.

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 \_\_\_\_\_, 2012.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Kelvin E. Washington, Sr., Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2012.

\_\_\_\_\_  
Michelle M. Onley  
Clerk of Council

Public Hearing: November 27, 2012  
First Reading: November 27, 2012  
Second Reading: December 4, 2012 (tentative)  
Third Reading:

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-53, Land Development Permits; so as to clarify the permitting process  
**[PAGES 206-218]**

## **Notes**

First Reading: November 27, 2012  
Second Reading:  
Third Reading:  
Public Hearing: November 27, 2012

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-12HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE IV, AMENDMENTS AND PROCEDURES; SECTION 26-53, LAND DEVELOPMENT PERMITS; SO AS TO CLARIFY THE PERMITTING PROCESS.

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 26, Land Development; Article IV, Amendments and Procedures; Section 26-53, Land Development Permits; is hereby amended to read as follows:

**Sec. 26-53. Land development permits.**

- (a) *General.* 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 to building or structural change, a land development permit shall also be required for expansions of existing uses as well as for a change of use. A land development permit shall not be issued by the planning department except in conformity with the provisions of this chapter, unless the planning department receives a written order from the Richland County Board of Zoning Appeals in the form of an interpretation involving error (Section 26-58) or a special exception (Section 26-56) or variance (Section 26-57). If the permit is denied, reasons for the denial shall be stated. The planning department shall notify the Building and Inspections Department and the Emergency Services Department whenever plans are submitted that affect the “Emergency Planning Zone” (EPZ) of the V.C. Summer Nuclear Plant (which is located in Fairfield County) that involves an entity that will employ or house more than one hundred (100) persons in a facility on a regular basis, as in those instances an evacuation plan must be first submitted to and approved by the Emergency Services Department prior to the issuance of any building permit or land development permit.
- (b) *Processes.* There are three types of land development permit processes: land development compliance review, minor land development review, and major land development review. The type of process to be applied to a particular development application depends on the nature of the development proposed.
  - (1) *Land development compliance review.*
    - a. *Applicability.* Construction of detached single-family dwelling units and two-family dwellings on individual lots of record are

subject only to land development compliance review in order to obtain a land development permit. In addition, changes of use not involving new construction are subject only to land development compliance review in order to obtain a land development permit.

~~b. *Pre-application procedure.* No pre-application conference is required prior to applying for a land development permit subject to land development compliance review. Applicants are encouraged to call or visit the planning department prior to requesting a land development permit to determine what information is required for the application.~~

eb. *Plan submittal.* An application for a land development permit subject to land development compliance review shall be filed by the owner of the property or by an authorized agent. All documents/information required on the application must be submitted – including the permit fee, as established by Richland County Council.

~~1. *Filing of application.* An application for a land development permit subject to land development compliance review may be filed by the owner of the property or by an authorized agent. The application for a land development permit shall be filed with the planning department on a form provided by the department.~~

~~2. *Fees.* A permit fee, as established by the Richland County Council, shall be submitted with the application.~~

dc. *Staff review.* The planning department shall review the application and determine if it is complete. If the application is incomplete, the planning department shall notify the applicant of the deficiencies. Provided the application is complete, the planning department, for projects not involving some other form of review, shall approve; ~~approve conditionally~~; or deny the approval of the application within thirty (30) days of receipt. Failure to act within thirty (30) days, unless extended by mutual agreement, shall be considered to constitute approval. In most situations, land development compliance review and the issuance of a land development permit can be handled at the time of application submittal. A record of all actions will be maintained as a public record and the applicant must be notified in writing of any actions taken.

ed. *Public notification.* No public notification is required for land development permit issuance subject to land development compliance review.

~~fe~~. *Formal review.* No formal review is required for land development permit issuance subject to land development compliance review.

~~gf~~. *Variances.* Requests for variances, unless otherwise specified, shall be heard by the board of zoning appeals under the procedures set forth in Section 26-57 of this chapter.

~~hg~~. *Appeals.* Appeals of the decisions of the planning department regarding land development permit applications, which must be filed within thirty (30) days after actual notice of the decision, shall be heard by the planning commission under the procedures set forth at Section 26-58 of this chapter. Such appeals shall encompass all issues for appeal. An appeal from the decision of the planning commission by a person who may have a substantial interest in the decision must be taken to the circuit court within thirty (30) days after actual notice of the decision. In the alternative, also within thirty (30) days, a property owner whose land is the subject of a decision by the planning commission may appeal by filing a notice of appeal with the circuit court accompanied by a request for pre-litigation mediation in accordance with Section 6-29-1150 and Section 6-29-1155 of the South Carolina Code of Laws.

~~ih~~. *Permit validity.* In accordance with Section 6-29-1510, et seq. of the South Carolina Code of Laws 1976, as amended, upon the issuance of a land development permit, the applicant shall have a vested right for two (2) years from the date of issuance to undertake and complete the corresponding development of property under the terms and conditions of the approved site specific development plan. Failure to complete work within this time shall render the permit void. However, the applicant may ~~apply request to the planning department for~~ a one (1) year extension of this time period no later than 30 days and no earlier than 60 days prior to the expiration of the permit. The request for an extension must be approved unless otherwise prohibited by an intervening amendment to this chapter, such amendment having become effective prior to the expiration of the permit. Likewise, and in the same manner, the applicant may apply for four (4) more one (1) year extensions. Any change from the approved site specific development plan that has not first been reviewed and approved by the planning department shall render the land development permit invalid.

(2) *Minor land development review.*

a. *Applicability.* Minor land developments are those developments (exclusive of residential or commercial subdivisions) that do not meet the standards for applicability for “land development compliance review” or “major land development” review. If a phased project would reach the thresholds for a major land development within a five (5) year period, then the project shall be treated as a major land development, regardless of the size of the individual phases. To be considered a minor land development, the subdividing of property or the dedication of land to the county for open space or other public purposes shall not be part of the development. Minor land developments are subject to the review process outlined in subparagraphs b. through f. below in order to obtain a land development permit.

~~b. *Pre-application procedure.* No pre-application conference is required prior to applying for a land development permit subject to minor land development review. Applicants are encouraged to call or visit the planning department prior to requesting a land development permit to determine what information is required for the application.~~

cb. *Plan submittal.* An application for a land development permit subject to minor land development review shall be filed by the owner of the property or by an authorized agent. All documents/information required on the application must be submitted – including the permit fee, as established by Richland County Council.

~~1. *Filing of application.* An application for a land development permit subject to minor land development review may be filed by the owner of the property or by an authorized agent. The application for a land development permit shall be filed with the planning department on a form provided by the department and shall be accompanied by plans drawn to scale of the development. The application and plans shall include all information requested by the department.~~

~~2. *Fees.* A permit fee, as established by the Richland County Council, shall be submitted with the application.~~

dc. *Staff review.* The planning department shall review the application and determine if it is complete. If the application is incomplete, the planning department shall notify the applicant of the deficiencies

within ten (10) days of the most recent submission date. Provided the application is complete, the following shall occur.

1. *Planning staff review.* Plans for development requiring minor land development review shall be reviewed by the planning department for compliance with the requirements of this chapter.
2. *Development review team.* As needed, plans for development requiring minor land development review shall be reviewed by members of the county's development review team for compliance with the requirements of this chapter and other applicable county codes. No formal team review shall be required.

The planning department shall approve, approve conditionally, or deny the approval of the application within thirty (30) days of receipt. Failure to act on an application within thirty (30) days shall be considered to constitute approval. A record of all actions will be maintained as a public record and the applicant must be notified of any actions taken.

~~ed.~~ *Public notification.* No public notification is required for land development permit issuance subject to minor land development review.

~~fe.~~ *Formal review.* No formal review is required for land development permit issuance subject to minor land development review.

~~gf.~~ *Variances.* Requests for variances, unless otherwise specified, shall be heard by the board of zoning appeals under the procedures set forth in Section 26-57 of this chapter. However, requests for variances from the requirements set forth in Article IX. shall be heard by the planning commission.

~~hg.~~ *Appeals.* Appeals of the decisions of the planning department regarding land development permit applications (subject to minor land development review), which must be filed within thirty (30) days after actual notice of the decision, shall be heard by the planning commission under the procedures set forth in Section 26-58 of this chapter. Such appeals shall encompass all issues for appeal. An appeal of the decision of the planning commission by a person who may have a substantial interest in the decision must be taken to the circuit court within thirty (30) days after actual notice of the decision. In the alternative, also within thirty (30) days, a

property owner whose land is the subject of a decision by the planning commission may appeal by filing a notice of appeal with the circuit court, accompanied by a request for pre-litigation mediation in accordance with Section 6-29-1150 and Section 6-29-1155 of the South Carolina Code of Laws.

ih. *Permit validity.* In accordance with Section 6-29-1510, et seq. of the South Carolina Code of Laws 1976, as amended, upon the issuance of a land development permit, the applicant shall have a vested right for two (2) years from the date of issuance to undertake and complete the corresponding development of property under the terms and conditions of the approved site specific development plan. Failure to complete work within this time shall render the permit void. However, the applicant may ~~apply request to the planning department for~~ a one (1) year extension of this time period no later than 30 days and no earlier than 60 days prior to the expiration of the permit. The request for an extension must be approved unless otherwise prohibited by an intervening amendment to this chapter, such amendment having become effective prior to the expiration of the permit. Likewise, and in the same manner, the applicant may apply for four (4) more one (1) year extensions. Any change from the approved site specific development plan that has not first been reviewed and approved by the planning department shall render the land development permit invalid.

(3) *Major land development review.*

- a. *Applicability.* Major land developments are those developments, exclusive of residential or commercial subdivisions, which:
1. Involve one hundred thousand (100,000) or more square feet of nonresidential floor space;
  2. Involve one hundred and fifty (150) or more multi-family residential dwelling units, lots or manufactured home spaces in a manufactured home district; and/or
  3. Involve the dedication of land to the county for open space or other public purposes.

Due to the size of these projects, a more formal review process is required. This review process is established to ensure the safety of the public and to assure that adequate services and facilities can be provided for these developments and to assure that they do not



negatively impact the area in which they are proposed to be located or the county as a whole.

~~b. *Pre-application procedure.* All applicants for a land development permit that is subject to major plan development approval are required to schedule a pre-application conference with the planning director prior to the preparation of development plans. This conference allows the applicant and planning staff an opportunity to discuss the review process, the requirements for completing the review schedule, contact persons for services and permits, and information regarding site plan requirements. The staff can also determine if any special reviews will be required. It is also highly recommended that the developer, as appropriate, meet with representatives of the neighborhood in which the proposed project is located. This meeting, which can be held at the pre-application stage, will allow the developer an opportunity to explain the proposed project and to be informed of the concerns of the neighborhood.~~

eb. *Plan submittal.*

1. *Filing of application.* Applications for land development permits subject to major land development review ~~may~~ shall be filed by the owner of the property or an authorized agent. All documents/information required on the application must be submitted, including the permit fee, as established by Richland County Council. ~~The application shall be filed with the planning department on a form provide by the department and shall be accompanied by the required number of site plans. The application and plans shall include all information requested by the department. The schedule for submittal of applications in order to have them reviewed at established technical review team and planning commission meetings shall be maintained in the planning department.~~
2. *Preparation of plans.* Site plans for developments requiring major land development review shall be prepared by a registered architect, engineer, landscape architect, or licensed surveyor. ~~Plans shall include a Traffic Impact Assessment.~~
3. ~~*Fees.* A permit fee, as established by the Richland County Council, shall be submitted with the application.~~

dc. *Staff review.* The planning department shall review the application and determine if it is complete. If the application is incomplete, the planning department shall notify the applicant of the deficiencies within ~~thirty (30)~~ ten (10) days of the most recent submission date. Provided the application is complete, the following shall occur:

1. ~~*Planning staff review Scheduling.* Plans for development requiring major land development review shall be reviewed by the planning department for compliance with the requirements of this chapter. The schedule for meetings of the Development Review Team shall be kept and maintained in the Office of the Richland County Planning and Development Services Department.~~

2. *Development review team.* The planning department shall ~~present~~ distribute site plans for developments requiring major land development review to members of the development review team. ~~Within thirty (30) days of receipt of a site plan from the planning department, t~~The development review team members shall review the site plans for compliance with the development regulations of Richland County. Upon review, ~~the existing federal, state and local laws and regulations, as well as for compatibility with the county's comprehensive plan.~~ The development review team shall ~~take~~ determine one of the following ~~three (3) actions on the application within fifteen (15) days of reviewing the site plan.:~~

[a] ~~*Approval by development review team*~~The project is in compliance with the development regulations of Richland County. If the site plan is approved by the development review team, the planning department shall notify the applicant and transmit the site plan to the planning commission for their information.

[b] ~~*Conditional approval by development review team*~~The project is not in compliance with the development regulations of Richland County. ~~If t~~The site plan ~~receives conditional approval, the applicant shall revise the plan based upon the conditions of the approval and resubmit it. The revised plan shall be reviewed by the planning department and if it meets all of the review team conditions, the site plan shall be transmitted to the Richland County Planning Commission for their information. Conditional approval may also be~~

~~appealed to the Richland County Planning Commission, subject to the procedures for a public hearing set forth in subsections e. and f. below.~~

~~[e] *Denial by development review team.* If the site plan is shall be denied, and the reasons for denial shall be provided to the applicant. The site plan may be revised to address the reasons for denial and resubmitted ~~in accordance with the provisions of this chapter.~~ The denial may also be appealed to the Richland County Planning Commission, subject to the procedures for a public hearing set forth in subsections e. and f. below and the payment of any fees established by the Richland County Council. Revised site plans shall be administratively reviewed; provided, however, major changes that materially affect the characteristics of the site plan, as determined by the planning director, may require an additional DRT review.~~

~~Appeals must be filed within fifteen (15) days of the date the decision is received by the applicant for a land development permit.~~

~~The decision of the DRT will be posted on the first day of the month outside of the Planning Department Office, on the bulletin board located in the lobby of the County Administration Building, and on the County website. Appeals must be filed to the Planning Commission within fifteen (15) days of the posting.~~

~~ed. *Public notification.* No public notification is required for land development permit applications issuance ~~subject to major land development review where a report of approval is being made by the development review team.~~ However, when an appeal is made to the planning commission, notice of said appeal shall be published in a newspaper of general circulation in the county fifteen (15) days in advance of the hearing. Such notice shall contain the date, time, and place of the public hearing, and the nature and character of the proposed action. The notice shall also inform the public where information may be examined and when and how written comment may be submitted on the proposed matter.~~

~~f. *Formal review.*~~

~~1. *Public hearing or report before planning commission.* Following receipt of a report or appeal on a proposed major land development plan, the matter shall be scheduled for report or hearing by the Richland County Planning Commission. The planning commission shall consider this request at the next available meeting. There shall be no public hearing held in conjunction with a report on a development project approved by the development review team. In these cases, the commission shall receive a report on the decision of the development review team for their information. In case of an appeal, the planning commission shall conduct a public hearing on said appeal. Failure by the planning commission to act within sixty (60) days of the original complete submittal (minus any time taken for making changes as set forth by the development review team) shall constitute approval, unless this time period is extended by mutual agreement.~~

~~2. *Decision by planning commission.* Where an appeal has been made to them on a major land development, the Richland County Planning Commission, after conducting the public hearing, may: deny approval, table the application pending submittal of additional information, or approve the application for a land development permit. The decision on the land development permit application shall be by a majority vote of the commission as set forth in the bylaws of the commission.~~

ge. *Variances.* Requests for variances, unless otherwise specified, shall be heard by the board of zoning appeals under the procedures set forth in Section 26-57 of this chapter.

hf. *Appeals.*

1) ~~Appeals of the decisions of shall be made to the Richland County Planning Commission, subject to the procedures set forth in Sec. 26-58 and the payment of fees as established by Richland County Council, by a person who may have a substantial interest in the decision must be taken to the circuit court within thirty (30) days after actual notice of the decision and must encompass all issues for appeal. In the alternative, also within thirty (30) days, a property owner whose land is the subject of a decision by the planning commission may appeal by filing a notice of appeal with the circuit court accompanied by a request for pre-litigation mediation in accordance with Section 6-29-~~

~~1150 and Section 6-29-1155 of the South Carolina Code of Laws.~~

2) Pursuant to the requirements of Section 6-29-1150 (c) of the South Carolina Code of Laws, any person who may have a substantial interest in the decision of the planning commission may appeal such decision to the circuit court, provided that a proper petition is filed with the Richland County Clerk of Court within thirty (30) days after receipt of the written notice of the decision by the applicant. An appeal shall cease all staff review regarding the subject property. However, a reconsideration request may be heard at the same time as an appeal is pending. Since an appeal to the circuit court must be based on the factual record generated during the subdivision review process, it is the applicant's responsibility to present whatever factual evidence is deemed necessary to support his/her position. In the alternative, also within thirty (30) days, a property owner whose land is the subject of a decision by the planning commission may appeal by filing a notice of appeal with the circuit court accompanied by a request for pre-litigation mediation in accordance with Section 6-29-1150 and Section 6-29-1155 of the South Carolina Code of Laws.

*ig. Permit validity.* In accordance with Section 6-29-1510, et seq. of the South Carolina Code of Laws 1976, as amended, upon the issuance of a land development permit, the applicant shall have a vested right for two (2) years from the date of issuance to undertake and complete the corresponding development of property under the terms and conditions of the approved site specific development plan. Failure to complete work within this time shall render the permit void. However, the applicant may ~~apply request to the planning department for~~ a one (1) year extension of this time period no later than 30 days and no earlier than 60 days prior to the expiration of the permit. The request for an extension must be approved unless otherwise prohibited by an intervening amendment to this chapter, such amendment having become effective prior to the expiration of the permit. Likewise, and in the same manner, the applicant may apply for four (4) more one (1) year extensions. Any change from the approved site specific development plan that has not first been reviewed and approved by the planning department shall render the land development permit invalid.

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 \_\_\_\_\_, 2012.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE \_\_\_\_\_ DAY

OF \_\_\_\_\_, 2012

\_\_\_\_\_  
Michelle M. Onley  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 27, 2012  
First Reading: November 27, 2012  
Second Reading: December 4, 2012 (tentative)  
Third Reading:

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; so as to clarify the subdivision review and approval process [**PAGES 219-240**]

## **Notes**

First Reading: November 27, 2012  
Second Reading:  
Third Reading:  
Public Hearing: November 27, 2012

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-12HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE IV, AMENDMENTS AND PROCEDURES; SECTION 26-54, SUBDIVISION REVIEW AND APPROVAL; SO AS TO CLARIFY THE SUBDIVISION REVIEW AND APPROVAL PROCESS.

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 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; is hereby amended to read as follows:

**Sec. 26-54. Subdivision review and approval.**

- (a) *General.* Pursuant to the requirements of Section 6-29-1110, et seq., of the South Carolina Code of Laws, as amended, no subdivision of land in Richland County may be recorded without review and approval in accordance with this section. No road, right-of-way, easement, or other land, shall be accepted, or maintained by the county, be extended or connected, nor shall any certificate of occupancy be issued by a department of the county for any building, or other improvements, until the subdivision, and/or other property division, complies with the requirements of this section. These review procedures are designed to ensure that the purposes of various regulations set forth in this section are carried out and that the objectives and policies of the comprehensive plan for the county are implemented.
- (b) *Sketch ~~(site)~~ plans and plats to show flood limit lines as depicted on the current FIRM panel.* All sketch ~~(site)~~ plans for subdivisions and plats submitted for approval pursuant to this section shall be prepared by a registered engineer or licensed surveyor and shall contain a delineation of all flood lines and floodway boundary lines, as shown on the County's Flood Insurance Rate Map as adopted in Section 26-106 (b).
- (c) *Processes.* There are three types of subdivision review processes: administrative review, minor subdivision review, and major subdivision review. The type of process to be applied to a particular development application depends on the nature of the development proposed.
  - (1) *Administrative review.*



a. *Applicability.* The following types of subdivisions are subject to administrative review in accordance with this section:

1. The combination or recombination of portions of previously platted and recorded lots where the total number of lots is not increased and the resultant lots are equal to the applicable site development standards set forth in this chapter.
2. The division of land into parcels of five (5) acres or more where it does not result in the creation of a new roadway or the widening of an existing roadway.
3. The combination or recombination of entire lots of record where no new road or change in existing roads is involved.
4. The division of a parcel into two (2) lots which do not result in the construction of a new road or the improvement (including, but not limited to, paving and/or widening) of an existing road; or the construction of new water facilities, other than private on-site wells; or the construction of new sewerage facilities, other than on-site septic tanks; or the construction of new storm drainage facilities, other than roadside swales and culverts; and is not in conflict with any provision or portion of the comprehensive plan, official map, or this chapter.

~~b. *Pre-application procedure.* There is no pre-application procedure for administrative subdivision review. Applicants are encouraged to visit the planning department prior to requesting subdivision approval to determine what information is required for the application.~~

~~eb. *Plan-s*Submittal. Applications for administrative subdivision review shall be filed by the owner of the property or an authorized agent. The application shall be filed with the planning department. All documents/information required on the application must be submitted – including the permit fee, as established by Richland County Council. Plats must be prepared by a South Carolina licensed land surveyor.~~

~~1. *Filing of application.* Applications for administrative subdivision review shall be filed by the owner of the property or an authorized agent. The application shall be filed with the planning department and shall be~~

~~accompanied by a final subdivision plat containing all information as required by the department.~~

~~2. Fees. A permit fee, as established by the Richland County Council, shall be submitted with the application.~~

~~dc. Staff review. The planning department shall approve or deny review the application and subdivision plat and provide a written decision regarding the request as soon as possible, but no later than within thirty (30) days after the submission date of a completed application. If the department does not provide the applicant with written a notice of the application's status within thirty (30) days after the submission date of a completed application, then in this time period, the application shall be deemed approved.~~

~~ed. Public notification. No public notification is required for administrative subdivision review.~~

~~fe. Formal review. No formal review is required for administrative subdivision review.~~

~~gf. Variances. Requests for variances, unless otherwise specified, shall be heard by the board of zoning appeals under the procedures set forth in Section 26-57 of this chapter. However, variances from the requirements set forth in Article IX. must be approved by the planning commission.~~

~~hg. Appeals.~~

~~1) Appeals shall be made to the Richland County Planning Commission, subject to the procedures set forth in Sec. 26-58 and the payment of fees as established by Richland County Council. A person who may have a substantial interest in the decision of the planning department regarding subdivision applications may appeal such decision to the Richland County Planning Commission. Such appeal must be made within thirty (30) days of receipt of the decision by the property owner. The appeal shall be in writing and delivered to the planning department. The appeal must include the specific section of this chapter (or the specific design detail) from which the appeal is taken and the basis or reason for the appeal. An appeal from the decision of the planning commission by a person who may have a substantial interest in the decision must be taken to the circuit court within thirty (30) days after actual notice of the decision. In the alternative, also within thirty (30)~~

~~days, a property owner whose land is the subject of a decision by the planning commission may appeal by filing a notice of appeal with the circuit court accompanied by a request for pre-litigation mediation in accordance with Section 6-29-1150 and Section 6-29-1155 of the South Carolina Code of Laws.~~

2) Pursuant to the requirements of Section 6-29-1150 (c) of the South Carolina Code of Laws, any person who may have a substantial interest in the decision of the planning commission may appeal such decision to the circuit court, provided that a proper petition is filed with the Richland County Clerk of Court within thirty (30) days after receipt of the written notice of the decision by the applicant. An appeal shall cease all staff review regarding the subject property. However, a reconsideration request may be heard at the same time as an appeal is pending. Since an appeal to the circuit court must be based on the factual record generated during the subdivision review process, it is the applicant's responsibility to present whatever factual evidence is deemed necessary to support his/her position. In the alternative, also within thirty (30) days, a property owner whose land is the subject of a decision by the planning commission may appeal by filing a notice of appeal with the circuit court accompanied by a request for pre-litigation mediation in accordance with Section 6-29-1150 and Section 6-29-1155 of the South Carolina Code of Laws.

ih. ~~Recordation/a-Approval validity/final plat/recordation. A final plat for an approved subdivision subject to administrative review shall be recorded by the applicant, within thirty (30) days of approval, with the Richland County Register of Deeds and a copy of the recorded plat shall be provided to the planning department by the applicant for the public record. Any hold-harmless agreement, if required, shall be attached to said recorded plat and any other subsequent property transfer instruments, and shall run with the land. No building permits or manufactured home setup permits shall be issued until the department receives a copy of the recorded plat of the subject property.~~

1. Recordation. A signed and sealed plat for an approved subdivision must be recorded by the applicant, within thirty (30) days of approval, with the Richland County Register of Deeds. The applicant shall provide the planning department with at least one (1) copy of the recorded plat.

No building permits or manufactured home setup permits shall be issued until the department receives a copy of the recorded plat of the subject property.

2) Approval validity. Failure to record a plat within thirty (30) days shall invalidate the plat approval.

(2) *Minor subdivision review.*

- a. *Applicability.* The minor subdivision review process is required for those divisions of land that do not qualify for administrative subdivision review (see above) but which consist of less than fifty (50) lots. A minor subdivision shall not require engineered documents pertaining to design of infrastructure or the dedication of land to the county for open space or other public purpose. If a phased project, with fewer than fifty (50) lots in one or more phases, involves a total of fifty (50) or more lots within five (5) years of the recording of any prior phase, then the project shall be treated as a major subdivision, regardless of the size of the individual phases.
- b. ~~*Filing of application*~~*Submittal.* An application for minor subdivision review shall be filed by the owner of the property or by an authorized agent. The application for minor subdivision approval shall be filed with the planning department on a form provided by the department. All documents/information required on the application must be submitted; including the permit fee, as established by Richland County Council.
- c. *Staff review.*
  1. *Planning staff review.* Plans for minor subdivision developments shall be reviewed by the planning department for compliance with the requirements of this chapter.
  2. *Development review team.* As needed, plans for minor subdivisions shall be reviewed by members of the county's development review team for compliance with the requirements of this chapter and other applicable county codes. No formal team review shall be required.

The planning department shall approve or deny the application for a minor subdivision within thirty (30) days after the submission date of a completed application. If the department does not provide the applicant with a notice of the application's status

within thirty (30) days after the submission date of a completed application, then the application shall be deemed approved.

- d. *Public notification.* No public notification is required for minor subdivision review.
- e. *Formal review.* No formal review is required for minor subdivision plan approval.
- f. *Variations.* Requests for variations, unless otherwise specified, shall be heard by the board of zoning appeals under the procedures set forth in Section 26-57 of this chapter.
- g. *Appeals.*
  - 1. Appeals shall be made to the Richland County Planning Commission, subject to the procedures set forth in Section 26-58, and the payment of fees established by the Richland County Council.
  - 2. Pursuant to the requirements of Section 6-29-1150 (c) of the South Carolina Code of Laws, any person who has a substantial interest in the decision may appeal such decision of the Richland County Planning Commission to the Circuit Court, provided that a proper petition is filed with Richland County Clerk of Court within thirty (30) days after the applicant receives written notice of the decision. An appeal shall cease all staff and review agency activity regarding the subject project. However, a reconsideration request may be heard at the same time an appeal is pending. Since an appeal to the circuit court must be based on the factual record generated during the subdivision review process, it is the applicant's responsibility to present whatever factual evidence is deemed necessary to support his/her position. In the alternative, also within thirty (30) days, a property owner whose land is the subject of a decision by the Planning Commission may appeal by filing a notice of appeal with the Circuit Court accompanied by a request for pre-litigation mediation in accordance with Section 6-29-1150 and Section 6-29-1155 of the South Carolina Code of Laws.
- h. ~~Approval validity~~/Recordation/approval validity.

1. *Recordation.* A signed and sealed plat for a minor subdivision must be recorded by the applicant within ~~thirty (30)~~ one hundred eighty (180) days of approval, with the Richland County Register of Deeds. Approval of the plat shall constitute the final subdivision approval. The applicant shall provide the planning department with at least one (1) copy of the recorded plat. No building permits or manufactured home setup permits shall be issued until the department receives a copy of the recorded plat of the subject property.
3. *Approval validity.* Failure to record a plat within ~~thirty (30)~~ one hundred eighty (180) days shall invalidate plat approval.

(3) *Major subdivision review.*

- a. *Applicability.* The major subdivision review process is required for all those subdivisions of land in Richland County that do not meet the requirements for exemption from the subdivision review process (See definition of “subdivision” in Section 26-22 above) and that do not qualify for administrative or minor subdivision review (Section 26-54(b)(1) and Section 26-54(b)(2)). Any subdivision that involves the dedication of land to the county for open space or other public purposes shall be considered a major subdivision. Any major subdivision with fewer than fifty (50) lots shall not be required to install sidewalks along roads abutting the development.

~~b. *Pre-application procedure.* It is required that every applicant for major subdivision review meet with the planning department in a conference prior to the submittal of a subdivision plat. The purpose of this conference is to provide clarification and assistance in the preparation and submission of plans/plats for approval. It is also highly recommended that the developer, as appropriate, meet with representatives of the neighborhood in which the proposed project is located. This meeting, which can be held at the pre-application stage, will allow the developer to explain the proposed project and to be informed of the concerns of the neighborhood.~~

~~e. *Plan submittal.*~~

1. ~~*Filing of application.* An application for major subdivision review may be filed by the owner of the property or by an authorized agent. The application for major subdivision approval shall be filed with the planning department on a~~

~~form provided by the department. The application shall be accompanied by a sketch plan containing all information required on the application including a sketch of the entire proposed development even in cases where the development is occurring in phases. Sketch plans for developments requiring major land development review shall be submitted in both a paper and a digital format as specified by the County, and shall be prepared by a registered architect, engineer, landscape architect, or licensed surveyor.~~

~~2. Fees. A permit fee, as established by the Richland County Council, shall be submitted with the application.~~

db. *Sketch plan review and approval.*

1. Plan submittal. An application for major subdivision review shall be filed by the owner of the property or by an authorized agent. All documents/information required on the application must be submitted – including the permit fee, as established by Richland County Council. Sketch plans shall be prepared by a registered architect, engineer, landscape architect, or licensed surveyor.

12. *Staff review.* The planning department shall review the application and determine if it is complete. If the application is incomplete, the planning department shall notify the application applicant of the deficiencies within ~~fifteen (15)~~ ten (10) days of the most recent submission date. Provided that the application is complete, the following shall occur:

[a] Scheduling. The schedule for meetings of the Development Review Team shall be kept and maintained in the office of the Richland County Planning and Development Services Department.

~~[a] Planning staff review.~~ ~~Sketch plans for development requiring major subdivision review shall be reviewed by the planning department for compliance with the requirements of this chapter.~~

[b] *Development review team.* The planning department shall ~~present~~ distribute sketch plans ~~for developments requiring major subdivision review to members of~~ the development review team. ~~Within~~

~~thirty (30) days of receipt from the planning department, The development review team members shall review the sketch plans for compliance with existing federal, state, and local laws as well as compatibility with the county's comprehensive plan the development regulations of Richland County. Upon review, The development review team shall take determine one of the following three (3) actions on the application within fifteen (15) days of reviewing the sketch plan:~~

[1] ~~*Approval by development review team. The project is in compliance with the development regulations of Richland County.*~~ If the sketch plan is approved by the development review team, the planning department shall notify the applicant and transmit the sketch plan to the planning commission for their information only.

~~[2] *Conditional approval by development review team. If the sketch plan receives conditional approval, the applicant shall revise the plan based upon the conditions of the approval and resubmit it. The revised plan shall be reviewed by the planning department, and if it meets all of the review team conditions, the sketch plan shall be transmitted to the Richland County Planning Commission for their information. Conditional approval may also be appealed to the planning commission subject to the procedures for a public hearing set forth in subsections 2. and 3. below.*~~

~~[3] *Denial by development review team. The project is not in compliance with the development regulations of Richland County. If The sketch plan is shall be denied, and the reasons for denial shall be provided to the applicant. The sketch plan may be revised to address the reasons for denial and resubmitted in accordance with the provisions of this chapter. The denial may also be appealed to the Richland County Planning Commission, subject to the procedures for a public hearing set forth in subsections d.2. and d.3. below, and the payment of*~~



~~any fees established by the Richland County Council. Revised sketch plans shall be administratively reviewed; provided, however, major changes that materially affect the characteristics of the sketch plan, as determined by the Planning Director, may require an additional DRT review.~~

~~Appeals shall only be filed by the applicant, a contiguous landowner, or an adjacent landowner, and must be filed within fifteen (15) days of the date the decision is received by the applicant for a land development permit.~~

~~The decision of the DRT will be posted on the first day of the month outside of the Planning Department Office, on the bulletin board located in the lobby of the County Administration Building, and on the County website. Appeals must be filed to the Planning Commission within fifteen (15) days of the posting.~~

~~2. *Public notification.* No public notification is required for major subdivision sketch plan review where a report of approval is being made by the development review team. However, when an appeal is made to the planning commission, notice of said appeal shall be published in a newspaper of general circulation in the county fifteen (15) days in advance of the hearing. Such notices shall contain the date, time, and place of the public hearing, and the nature and character of the proposed action. The notice shall also inform the public where information may be examined and when and how written comment may be submitted on the proposed matter.~~

~~3. *Formal review.*~~

~~[a] *Public hearing or report before planning commission.* Following receipt of a report or appeal on a proposed major subdivision sketch plan, the matter shall be scheduled by the Richland County Planning Commission. The planning commission shall consider this matter at the next available meeting. There shall be no public hearing held in conjunction with a report on a sketch plan approved by the development review team. In these cases, the~~

~~commission shall receive a report on the decision of the development review team for their information. In case of an appeal, the planning commission shall conduct a public hearing on said appeal. Failure by the planning commission to act within sixty (60) days of complete submittal shall constitute approval unless this time period is extended by mutual agreement.~~

~~[b] — *Decision by the planning commission.* — Where an appeal has been made to them on a major subdivision sketch plan, the Richland County Planning Commission, after conducting the public hearing, may: deny approval, table the application pending submittal of additional information, or approve the application. The planning commission shall approve the sketch plan if it finds:~~

~~[1] — The proposed project complies with the policies and objectives of the county comprehensive plan.~~

~~[2] — The proposed project complies with the purpose, scope, and provisions of this chapter.~~

~~[3] — The county address coordinator has approved the subdivision name and addresses, and the planning commission has approved the subdivision road names. (See Section 26-183 of this chapter).~~

~~[4] — The proposed project complies with the subdivision sketch plan checklist of the planning department.~~

~~The applicant shall be provided with a written statement of the planning commission's action (approval, approval with conditions, or denial). Such statement shall, at a minimum, include findings of fact based on the criteria described above and shall establish the general parameters for the development of the entire area subject to the sketch plan. The county shall not accept an application for a preliminary plan, or for roads, storm drainage or sediment/erosion control, until the sketch plan is approved.~~

42. *Variances.* Requests for variances, unless otherwise specified, shall be heard by the board of zoning appeals under the procedures set forth in Section 26-57 of this chapter.

53. *Appeals.* ~~Pursuant to the requirements of Section 6-29-1150 (C) of the South Carolina Code of Laws, any person who may have a substantial interest in the decision may appeal such decision of the planning commission to the circuit court, provided that a proper petition is filed with the Richland County Clerk of Court within thirty (30) days after receipt of the written notice of the decision by the applicant. An appeal shall cease all staff and review agency activity regarding the subject project. However, a reconsideration request may be heard at the same time an appeal is pending. Since an appeal to the circuit court must be based on the factual record generated during the subdivision review process, it is the applicant's responsibility to present whatever factual evidence is deemed necessary to support his/her position. In the alternative, also within thirty (30) days, a property owner whose land is the subject of a decision by the planning commission may appeal by filing a notice of appeal with the circuit court accompanied by a request for pre-litigation mediation in accordance with Section 6-29-1150 and Section 6-29-1155 of the South Carolina Code of Laws.~~

[a] Appeals shall be made to the Richland County Planning Commission, subject to the procedures set forth in Sec. 26-58 and the payment of fees as established by Richland County Council.

[b] Pursuant to the requirements of Section 6-29-1150 (c) of the South Carolina Code of Laws, any person who may have a substantial interest in the decision of the planning commission may appeal such decision to the circuit court, provided that a proper petition is filed with the Richland County Clerk of Court within thirty (30) days after receipt of the written notice of the decision by the applicant. An appeal shall cease all staff review regarding the subject property. However, a reconsideration request may be heard at the same time as an appeal is pending. Since an appeal to the circuit court must be based on the factual record generated during the subdivision review process, it is the applicant's

responsibility to present whatever factual evidence is deemed necessary to support his/her position. In the alternative, also within thirty (30) days, a property owner whose land is the subject of a decision by the planning commission may appeal by filing a notice of appeal with the circuit court accompanied by a request for pre-litigation mediation in accordance with Section 6-29-1150 and Section 6-29-1155 of the South Carolina Code of Laws.

~~6. *Reconsideration of proposed subdivision.* The planning commission may reconsider any decision it made on a proposed major subdivision when an applicant has submitted new facts directly related to the proposed project that have been discovered subsequent to the planning commission's sketch plan decision. Simply seeking an opportunity to make a better argument shall not warrant planning commission reconsideration of a sketch plan decision. Such alleged new factual information shall be submitted to the planning department within fourteen (14) days of the planning commission sketch plan decision to be eligible for reconsideration. The planning commission shall consider whether the request for reconsideration meets the criteria for reconsideration at the next available planning commission meeting. A request for reconsideration shall toll the time limit requirement to file an appeal pursuant to the requirements of subparagraph 5. above.~~

74. *Approval validity.* In accordance with Section 6-29-1510, et seq. of the South Carolina Code of Laws 1976, as amended, upon written notice of sketch plan approval for a subdivision phase, the applicant shall have a two (2) year vested right to proceed with the development of the approved subdivision phase under the requirements of Article V (Zoning Districts and District Standards) of this Chapter, which are in effect on the date of sketch plan approval. Failure to submit an application for preliminary plan approval within this two (2) year period shall render the sketch plan approval void. However, the applicant may ~~apply request to the planning department for~~ a one (1) year extension of this time period no later than thirty (30) days and no earlier than ~~120 sixty (60) days~~ prior to the expiration of the sketch plan approval. The request for an extension must be approved unless otherwise prohibited by an intervening amendment to this chapter, such amendment

having become effective prior to the expiration of the approval. Likewise, and in the same manner, the applicant may apply for four (4) more one (1) year extensions. Any change from the approved sketch plan that has not first been reviewed and approved by the planning department shall render the sketch plan approval invalid.

*ec. Preliminary (construction drawings) subdivision plan review and approval.*

1. *Purpose/sSubmittal.* ~~The purpose of the preliminary subdivision plan stage of major subdivision review is to ensure that the subdivision can be built in substantial compliance with the approved sketch plan. The preliminary plan shall be submitted to the planning department in both a paper and a digital format as specified by the County, and shall contain all information required by the department. An application for preliminary plan review shall be filed by the owner of the property or by an authorized agent. All documents/information required on the application must be submitted, including the permit fee, as established by Richland County Council.~~

2. *Staff review.* The planning department shall review the preliminary plan submittal and determine if it is complete. The applicant shall be notified within ten (10) days of submittal if the application is not complete. Provided that the application is complete, ~~the planning department shall review the plan for compliance with the requirements of this chapter and conformity with the approved sketch plan, and then issue a letter to the applicant either approving, approving with conditions, or denying the preliminary subdivision plan. Failure on the part of the planning department to act on the preliminary plat within thirty (30) days shall constitute approval. Approval of the preliminary subdivision plan shall not constitute final or bonded subdivision plat approval (see Sections 26-54(b)f. and g. below).~~ the following shall occur:

[a] Development review. The preliminary plat for developments requiring major subdivision review shall be reviewed by county development review staff for compliance with the development regulations of Richland County and conformity with the approved sketch plan and preliminary plan.

[b] The planning department shall approve or deny the application for a preliminary subdivision within thirty (30) days after the submission date of a completed application. If the department does not provide the applicant with a notice of the application's status within thirty (30) days after the submission date of a completed application, then the application shall be deemed approved.

3. *Public notification.* No public notification is required for major subdivision preliminary plan review and approval.
4. *Formal review.* No formal review is required for major subdivision preliminary plan review and approval.
5. *Variances.* ~~There shall be no variance requests at this stage of major subdivision review. All variance requests shall occur during sketch plan review. Requests for variances, unless otherwise specified, shall be heard by the board of zoning appeals as set forth in Sec. 26-57 of this chapter.~~
- ~~6. *Appeals.* The applicant, a contiguous landowner, or an adjacent landowner may appeal a planning department decision regarding the preliminary subdivision plan to the planning commission. Such appeal must be in writing and must include the specific section of this chapter (or the specific design detail) from which the appeal is taken and the basis or reason for the appeal. Such appeal shall be heard at the planning commission's next available meeting.~~
76. *Approval validity.* In accordance with Section 6-29-1510, et seq. of the South Carolina Code of Laws 1976, as amended, upon written notice of preliminary plan approval for a subdivision phase, the applicant shall have a two (2) year vested right to proceed with the development of the approved subdivision phase under the requirements of Article VII (General Development, Site, and Performance Standards) and Article VIII (Resource Protection Standards) of this Chapter, which are in effect on the date of preliminary plan approval. Failure to submit an application for either bonded plat or final plat approval within this two (2) year period shall render the preliminary subdivision plan approval void. However, the applicant may apply request to the planning department for a one (1) year extension of this time period no later than thirty (30) days and no earlier than ~~120~~ sixty (60) days prior to the

expiration of the preliminary subdivision plan approval. The request for an extension must be approved unless otherwise prohibited by an intervening amendment to this chapter, such amendment having become effective prior to the expiration of the approval. Likewise, and in the same manner, the applicant may apply for four (4) more one (1) year extensions. Any change from the approved preliminary plan that has not first been reviewed and approved by the planning department shall render the preliminary subdivision plan approval invalid. Preliminary subdivision plan approval allows the issuance of building permits or manufactured home setup permits in the name of the subdivision developer only, for one model dwelling unit per subdivision phase, as well as for a temporary construction office or storage structure or a temporary security office/quarters. ~~However, approval must be obtained from DHEC for water supply and sewage disposal prior to building occupancy.~~

fd. *Bonded subdivision ~~plan~~ plat review and approval.*

1. ~~*Purpose/s*~~*Submittal.* ~~The purpose of the bonded subdivision plan stage of major subdivision review is, by mutual consent of both the developer and the county, to record a bonded plat, enable the conveyance of lots to third parties, and allow the issuance of building permits and manufactured home setup permits to third parties before the construction, installation, and acceptance of all required infrastructure improvements. The county protects these third parties and assures the orderly completion of the subdivision infrastructure by choosing to accept, in accordance with the provisions in Section 26-223 of this chapter, a bond, in an amount and with surety and conditions satisfactory to it, providing for and securing to the county the actual construction and installation of all improvements and utilities within a specified time period. The bonded plan shall be submitted to the planning department in both a paper and a digital format as specified by the County, and shall contain all information required by the department. An application for bonded plat review shall be filed by the owner of the property or by an authorized agent. All documents/information required on the application must be submitted, including the permit fee, as established by Richland County Council.~~

2. *Staff review.* The planning department shall review the bonded ~~plan plat~~ submittal and determine if it is complete. If the application is incomplete, the planning department shall notify the applicant of the deficiencies within ten (10) days after the most recent submission date. Provided that the application is complete, the following shall occur:
  - [a] ~~*Planning staff Development review.*~~ Bonded ~~plans plats for development requiring major subdivision review~~ shall be reviewed by ~~the planning department county development review staff~~ for compliance with the ~~requirements of this chapter development regulations of Richland County~~ and conformity with the approved sketch plan and preliminary plan.
  - ~~[b] *Development team review.* As needed, bonded plans for major subdivisions shall be reviewed by members of the county's development review team for compliance with the requirements of this chapter and other applicable county codes. No formal team review shall be required.~~
  - [b] The planning department shall approve, ~~approve with conditions,~~ or deny the bonded subdivision ~~plan plat~~ application based on written findings of fact. Approval of the bonded subdivision ~~plan plat~~ shall not constitute final subdivision ~~plan plat~~ approval (see subparagraph ~~g~~ below on final subdivision ~~plan plat~~ approval). Failure on the part of the planning department to act on the bonded plat within thirty (30) days after receiving a complete application shall constitute approval.
3. *Public notification.* No public notification is required for major subdivision bonded ~~plan plat~~ review and approval.
4. *Formal review.* No formal review is required for major subdivision bonded ~~plan plat~~ review and approval.
5. *Variances.* ~~There shall be no variance requests at this stage of major subdivision review. All variance requests shall occur during sketch plan review. Requests for variances, unless otherwise specified, shall be heard by the board of zoning appeals as set forth in Sec. 26-57 of this chapter.~~



~~6. *Appeals.* An applicant, or other party of interest, may appeal a planning department decision regarding the bonded subdivision plan to the planning commission. Such appeal shall be heard at the planning commission's next available meeting.~~

76. ~~*Approval validity/Recordation.*~~ *If Once approved, prior to recordation, the bonded plat must be signed ~~in the appropriate place~~ by the land development administrator or his/her designee. The approval of a bonded plat for a major subdivision shall not automatically constitute or affect an acceptance by the county of the dedication of any road, easement, or other ground shown upon the plat. Public acceptance of the lands must be by action of the Richland County Council. A bonded plat for a major subdivision must be recorded by the applicant within thirty (30) days of approval with the Richland County Register of Deeds. The applicant shall provide the planning department with at least ~~one (1)~~ five (5) copyies of the recorded plat. Except as allowed under Section 26-54(b)(3)e.7. of this chapter, no building permits or manufactured home setup permits shall be issued until the department receives a copy of the recorded plat of the subject property. If the developer fails to complete the bonded infrastructure improvements and submit a complete application for final subdivision ~~plan~~ plat approval within the specified time period, the county may proceed to collect the financial surety and assume responsibility for completing the required infrastructure improvements.*

ge. *Final subdivision ~~plan~~ plat review and approval.*

1. ~~*Purpose/s*~~ *Submittal.* ~~The purpose of the final subdivision plan stage of major subdivision review is to document the satisfactory completion of required infrastructure improvements, enable the conveyance of lots to third parties, and allow the issuance of building permits and manufactured home setup permits to third parties. Following approval of a preliminary subdivision plan for a major subdivision, (and optionally, a bonded subdivision plan) and the installation and acceptance of required infrastructure improvements, a final plat shall be prepared and submitted in both a paper and a digital format as specified by the County. The final plat application shall contain all information required by the planning department, including written county and utility provider~~

~~acceptance of all infrastructure. An application for final plat review shall be filed by the owner of the property or by an authorized agent. All documents/information required on the application must be submitted, including the permit fee, as established by Richland County Council.~~

2. *Staff review.* The planning department shall review the final ~~plan plat~~ plat submittal and determine if it is complete. If the application is incomplete, the planning department shall notify the applicant of the deficiencies within ten (10) days after the most recent submission date. ~~No later than thirty (30) days after receipt of a complete final plat package, the department shall approve, approve with conditions, or deny the final plat application. Failure on the part of the planning department to act on the final plat within thirty (30) days after receiving a complete application shall constitute approval. Provided that the application is complete, the following shall occur:~~
  - [a] Development review. The final plat for developments requiring major subdivision review shall be reviewed by county development review staff for compliance with the development regulations of Richland County and conformity with the approved sketch plan and preliminary plan.
  - [b] The planning department shall approve or deny the final subdivision plat application based on written findings of fact. Failure on the part of the planning department to act on the final plat within thirty (30) days after receiving a complete application shall constitute approval.
3. *Public notification.* No public notification is required for major subdivision final ~~plan plat~~ plat review and approval.
4. *Formal review.* No formal review is required for major subdivision final ~~plan plat~~ plat review and approval.
5. *Variances.* ~~There shall be no variance requests at this stage of major subdivision review. All variance requests shall occur during sketch plan review. Requests for variances, unless otherwise specified, shall be heard by the board of zoning appeals as set forth in Sec. 26-57 of this chapter.~~

~~6. *Appeals.*— An applicant, or other party of interest, may appeal a planning department decision regarding the final subdivision plan to the planning commission. Such appeal shall be heard at the planning commission’s next available meeting.~~

~~76. *Approval validity/Recordation.* If approved, prior to recordation, the final plat must be signed in the appropriate place by the land development administrator. The approval of a final plat for a major subdivision shall not automatically constitute or affect an acceptance by the county of the dedication of any road, easement, or other ground shown upon the plat. Public acceptance of the lands must be by action of the Richland County Council. A final plat for a major subdivision must be recorded by the applicant within thirty (30) days of approval with the Richland County Register of Deeds. The applicant shall provide the planning department with at least one (1) copy of the recorded plat. Except as allowed under Section 26-54(b)(3)e.7. or unless an optional bonded plat has already been approved and recorded, no building permits or manufactured home setup permits shall be issued until the department receives a copy of the recorded final plat of the subject property. Once approved, prior to recordation, the final plat must be signed by the land development administrator or his/her designee. A final plat for a major subdivision must be recorded by the applicant within thirty (30) days of approval with the Richland County Register of Deeds. The applicant shall provide the planning department with at least five (5) copies of the recorded plat. The approval of a final plat for a major subdivision shall not automatically constitute or affect an acceptance by the county of the dedication of any road, easement, or other ground shown upon the plat. Public acceptance of the lands must be by action of the Richland County Council. Except as allowed under Section 26-54(b)(3)e.7., or unless an optional bonded plat has already been approved and recorded, no building permits or manufactured home setup permits shall be issued until the department receives a copy of the recorded final plat of the subject 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 effective from and after \_\_\_\_\_, 2012.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE \_\_\_\_ DAY

OF \_\_\_\_\_, 2012

\_\_\_\_\_  
Michelle M. Onley  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 27, 2012  
First Reading: November 27, 2012  
Second Reading: December 4, 2012 (tentative)  
Third Reading:

# Richland County Council Request of Action

## **Subject**

Interstate Interchange Lighting [**PAGES 241-247**]

## **Notes**

November 27, 2012 - The Committee recommended that Council engage a consultant to perform site review, placement, and types of lighting. An RFP / RFQ will be developed and advertised, and the recommendation for award will be brought back to Council for review and recommendation.

## Richland County Council Request of Action

**Subject:** Interstate Interchange Lighting

### **A. Purpose**

Council is requested to review information, and provide direction to staff regarding this item.

### **B. Background / Discussion**

County Council requested information from Public Works on interstate interchange lighting. The information requested included checking to see if grant money is available as well as would the SCDOT operate and maintain the lighting. The Committee also directed staff to work with the Committee to determine what the next steps should be, to determine how other counties are addressing the issue of funding, provide the location of lights, etc.

Representatives from the hospitality industry approached the County to discuss ways to fund interstate interchange lighting as a way to improve visibility and sense of safety for the traveling public. According to the hospitality industry representatives, thru travelers feel unsafe when exiting unfamiliar unlighted interchanges. Lighted interchanges attract travelers to the hotels and restaurants located on the intersecting roads. More business for local hotels, restaurants and gas stations results in more hospitality taxes collected.

Beginning in April 2012, staff has worked with hospitality representatives, lighting manufacturers, and SCDOT on this issue. Attached are memos from April and July 2012. Mr. Rick Patel presented to the D&S Committee in September 2012 and discussed that lighted interchanges on interstates typically have more traffic on them because of citizens' natural reaction that lighting equals safety. He also mentioned that the following interchanges could use more lighting:

- I-77 Exit #9 (Garners Ferry) – 7 lights
- I-77 Exit #17 (Two Notch) – 3 lights
- I-20 Exit #74 (Two Notch) – 3 lights

The number of lights per intersection is an estimate from Rick Patel. There has been no engineering study performed to determine the actual number of lights needed for each intersection.

Public Works has been in discussions with the SCDOT regarding available grants that could be used for the construction and maintenance of the lighting, as well as who would be responsible for the maintenance and electricity for the lights.

The SCDOT has stated that there are no grants for this type of work. They stated they are typically funded by the municipality or the local Council of Governments (COG) in which the municipalities lie. The City of Anderson completed an interstate lighting project in 2009 where they applied for funding from the Appalachian COG and received the necessary funding. The SCDOT also stated that they do not operate and maintain interstate interchange lighting unless it is for new construction or a safety issue. They also stated typically there are not many safety issues with interstate interchanges.

If Richland County wants to install interstate interchange lighting, the County would have to apply for an encroachment permit from the SCDOT. The encroachment permit package would have to include the plans, specifications, the permit itself, as well as a Participation Agreement with the SCDOT that outlines the County's responsibilities for maintenance and electric costs.

**C. Legislative / Chronological History**

- At the D&S Committee on April 24, 2012, direction was given to Public Works to start researching interstate interchange lighting.
- At the May 22, 2012 D&S Committee, a presentation was given to Council by the Hospitality Association about interstate lighting.
- June 26, 2012 – D&S Committee met and discussed interchange lighting.
- A memo was forwarded to the D&S Committee outlining estimated costs and types of lighting used for interstate interchanges on July 17, 2012 (attached).
- September 25, 2012 – Presentation by Rick Patel to the D&S Committee. Committee requested additional information (location, funding, and how other municipalities are paying for similar projects.)

**D. Financial Impact**

As of now, there is no fiscal impact to the County for this request.

**E. Alternatives**

1. Determine priority locations and contract for preliminary engineering and cost estimates
2. Do not proceed with interstate interchange lighting

**F. Recommendation**

Public Works personnel do not have expertise or experience in this area. If Council wishes to pursue this subject further, it is recommended that a consultant specializing in this area be contracted to provide preliminary engineering and cost estimates, so that a decision can be made based upon accurate information.

Recommended by: David Hoops Department: Public Works Date: November 1, 2012

**G. Reviews**

**Finance**

Reviewed by (Finance Director):

Date: 11/7/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommendation in support of Public Works Director's request for Council to provide direction on the project. I would recommend that any approval to move forward with internal staff or outside agency assistance include consideration of what the cost will be to the County for the consultant study, cost for implementation of the lights and the recurring cost for maintenance and service support, inclusive of the identification of a funding source.

**Procurement**

Reviewed by: Rodolfo Callwood

Date: 11/9/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

**Administration**

Reviewed by: Sparty Hammett

Date: 11/15/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval to hire a consultant specializing in interstate interchange lighting to provide preliminary engineering and cost estimates.





## **RICHLAND COUNTY**

**Department of Public Works**

**C. Laney Talbert Center**

**400 Powell Road**

**Columbia, South Carolina 29203**

**Voice: (803) 576-2400 Facsimile (803) 576-2499**

**<http://www.richlandonline.com/departments/publicworks/index.asp>**



### **MEMO**

To: Councilman Rose  
D&S Committee of Council  
From: David Hoops, Director of Public Works  
Cc: Sparty Hammett, Assistant Administrator  
Re: Roadway Lighting on State right of ways for Commercial Enhancement  
Date: April 16, 2012

Public Works met with representatives of the hospitality industry and lighting manufacturers to discuss implementation of lighting installations in SCDOT right-of-way. The hospitality industry representative, Rick Patel, is going to summarize facilities at all interstate exit locations in Richland County for ranking potential exit ramps for lighting.



**RICHLAND COUNTY**  
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## MEMO

To: D&S Committee  
Cc: Assistant Administrator Sparty Hammett  
From: David Hoops, Director  
Date: July 17, 2012  
Re: Interstate Intersection Lighting

### Update on Interstate Intersection Lighting:

1. At the June 26, 2012 D&S Committee meeting there appeared to be some confusion about the lighting proposed for interstate intersections. Following are descriptions and typical costs of lighting options with attached pictures. I have reviewed the Broad River Road proposal which is for leasing of light fixtures installed on existing power poles. This approach cannot be utilized on an Interstate interchange and cannot be compared for costs.
  - a. **Low Mount lights.** These are typically along low speed roadways. Due to the low mounting height the area illuminated is small, requiring the poles to be located close to the edge of the roadway. This close mounting location results in the need to protect the poles and vehicles from impact with curbing or guardrail. Due to the need for protection and the small area illuminated this style of light is not normally used along high speed roadways.



- b. **Mast Pole lights** (high mount) These lights are very efficient at lighting large areas, such as intersections. Due to the large area illuminated they can be located away from the edge of roadways, not needing to be protected from impact. Although considerably more expensive per unit, it may take 10-15 low mount fixtures to illuminate the area covered by a mast pole.



2. Installation costs.
- i. Low Mount lights. These installations typically cost **\$2,500 per unit**. The additional cost of providing power and traffic protection are site specific and cannot be determined at this time. The provision of power will be higher than for a mast unit due to the multiple locations. As noted above, many more fixtures are required to equal the coverage of one Mast Pole light.
  - ii. Mast Pole lights. These installations typically cost **\$100,000 per unit**. The additional cost of providing power is site specific and cannot be determined at this time.
3. Maintenance and power costs. SCDOT was contacted regarding their support of these costs after installation. At the time of the preparation of this report we had not received a response.

# Richland County Council Request of Action

## **Subject**

Sediment Removal Project – Forest Lake [**PAGES 248-259**]

## **Notes**

November 27, 2012 - The Committee forwarded this item to Council without a recommendation.

## Richland County Council Request of Action

**Subject:** Sediment Removal Project – Forest Lake

### **A. Purpose**

County Council is requested to approve a Memorandum of Understanding (MOU) and cost sharing project with the Forest Lake Home Owners Association (HOA) to remove accumulated sediment from Forest Lake in Richland County at a cost of \$35,000.

### **B. Background / Discussion**

Forest Lake is downstream from a heavily urbanized stream which begins near I-77 and Old Forest Drive. This drainage area receives large amounts of run-off from I-77 and the surrounding urban area which is directed into the urban stream which flows into Forest Lake (see Forest Lake Overview map). Sediment from this drainage area has accumulated in the lake such that in some areas, the lake depth has been reduced to 1 or 2 feet. The drainage area does contain easements held by the County and other public areas which may have introduced portions of the sediment in the lake. These areas can be impediments to boaters. The HOA has requested that the County work with them and pay for a portion of the cost for removing the accumulated sediment.

The proposed project involves removing approximately 3,000 cubic yards (cyds) of sediment from Forest Lake largely in front of 5521 Lakeshore Drive and placing it on a lot at 5415 Lakeshore Drive (see Forest Lake Zoom In map). Forest Lake will be drained by the HOA so that the sediment removal area and access area from the access lot, also 5415 Lakeshore Drive, will be accessible. The HOA and property owner at 5415 Lakeshore Drive would like to complete the project before the end of this year. This time frame is critical because the 5415 Lakeshore Drive property owner is in the process of building a house and requires that the sediment be placed on the lot before the house construction is completed. (The existing house shown on the “Forest Lake Zoom In” map at 5415 Lakeshore Drive has been demolished.) If dirt was not to be used at this location or locally, it would have to be hauled off at an additional cost.

In order to meet this time frame, the HOA has proposed to contract for the work, provide all permits, fees, agreements, and pay any costs above \$35,000 which is to be paid by Richland County. The HOA is prepared to proceed to get the work completed this year as long as the county can provide our portion of the cost. A contractor already engaged in a county maintenance contract provided a bid of \$70,200 to complete the work and meet the desired project timeline.

This project does meet Richland County’s Private Pond Maintenance Policy (attached). Without the HOA’s fervent cooperation and willingness to locate the access lot, disposal area, and provide for permitting, this project could not be completed in the desired time frame or the estimated \$35,000 cost to the County.

**C. Legislative/Chronological History**

Although this project has been discussed by staff and the HOA over many months to determine the best option for action, no items have been proposed to County Council or Administration until now.

**D. Financial Impact**

The financial impact of the project will include \$35,000 paid to the HOA. This amount is available in the Stormwater Division budget.

**E. Alternatives**

1. Approve the MOU and \$35,000 cost sharing project with the HOA to remove accumulated sediment from Forest Lake in Richland County. The project as proposed is a cost savings, reduces county involvement and risk, meets the Private Pond Maintenance Policy, and will be completed in the desired time frame.
2. Do not approve the MOU and \$35,000 cost sharing project with the HOA to remove accumulated sediment from Forest Lake in Richland County. If the request is not approved, the project will not be completed in the desired time frame, costs will likely increase, and the current access points for the project will become unavailable for use.

**F. Recommendation**

It is recommended that Council approve the MOU and \$35,000 cost sharing project with the HOA to remove accumulated sediment from Forest Lake in Richland County.

Recommended by: David Hoops Dept: Public Works Date: November 2, 2012

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 11/9/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Based on discussions with Administration and the Director of Public Works, the request is intended to be a financial settlement with the HOA; therefore it would be a contractual matter at Council Discretion.

If approved, we would recommend that the agreement provide adequate protection for the county for any future liability.

**Procurement**

Reviewed by: Rodolfo Callwood

Date: 11/13/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Contractual matter at Council discretion

**Legal**

Reviewed by: Elizabeth McLean

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Policy decision left to Council's discretion; however, I have some concerns about the MOU. If the Council votes for approval, I would recommend that approval be conditioned on Legal's issues with the MOU being addressed.

**Administration**

Reviewed by: Sparty Hammett

Date: 11/16/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend Council approval of the cost-sharing project conditioned on Legal's issues with the MOU being addressed.

**STATE OF SOUTH CAROLINA**  
**COUNTY OF RICHLAND**

) **MEMORANDUM OF UNDERSTANDING**  
) **BETWEEN THE FOREST LAKE**  
) **HOME OWNER'S ASSOCIATION AND**  
) **RICHLAND COUNTY, SOUTH CAROLINA**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Forest Lake Home Owners Association and Richland County, South Carolina.

WHEREAS, Richland County \_\_\_\_\_; and

WHEREAS, the Forest Lake Home Owners Association is a \_\_\_\_\_;  
and

WHEREAS, the Forest Lake Home Owners Association \_\_\_\_\_; and

WHEREAS, silt has deposited in the vicinity of 5521 Lakeshore Drive(parcel R16707-01-09); and

WHEREAS, the source of some of the silt is believed to be from construction of the Richland County EMS facility constructed upstream at 5645 Old Forest Drive; and

WHEREAS, the Forest Lake Home Owners Association plans to dredge the silt deposit in the vicinity of 5521 Lakeshore Drive (parcel R16707-01-09); and

WHEREAS, all deposited silt will be removed to a depth of 3.5 feet below normal pool elevation.

WHEREAS, this work is eligible for funding under Richland County's private pond maintenance policy; and

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements described herein, the parties hereto agree as follows:

- 1) The Forest Lake Home Owners Association will remove deposited silt to a depth of 3.5 feet below normal pool elevation in the vicinity of 5521 Lakeshore Drive (parcel



R16707-01-09).

- 2) Richland County will support the project with an amount not to exceed \$35,000.
- 3) The Forest Lake Home Owners Association will be responsible for paying any costs or expenses exceeding the grant amount.
- 4) The Forest Lake Home Owners Association will be responsible for all permits, access to work, contracting, disposal of spoils and stabilization of site.
- 5) The Forest Lake Home Owners Association further agrees to indemnify and to hold harmless Richland County, its employees, officers, agents, contractors, subcontractors, and successors and assigns from and against any and all liability for personal injury, damages, losses, costs, expenses, demands, claims, suits, actions and causes of action as a result of Richland County's dredging operation to remove the silt deposit in the vicinity of 5521 Lakeshore Drive (parcel R16707-01-09).
- 6) Payment will be made upon receipt of a contractors invoice certified by the officers of the Forest Lake Home Owners Association to represent completed and accepted work.
- 7) This Agreement shall remain in full force and effect for \_\_\_\_\_.

IN WITNESS WHEREOF WE THE UNDERSIGNED have this \_\_\_\_\_ day of November, 2012, set our hand and seal hereon.

THE FOREST LAKE HOME  
OWNER'S ASSOCIATION:

WITNESSES:

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
\_\_\_\_\_

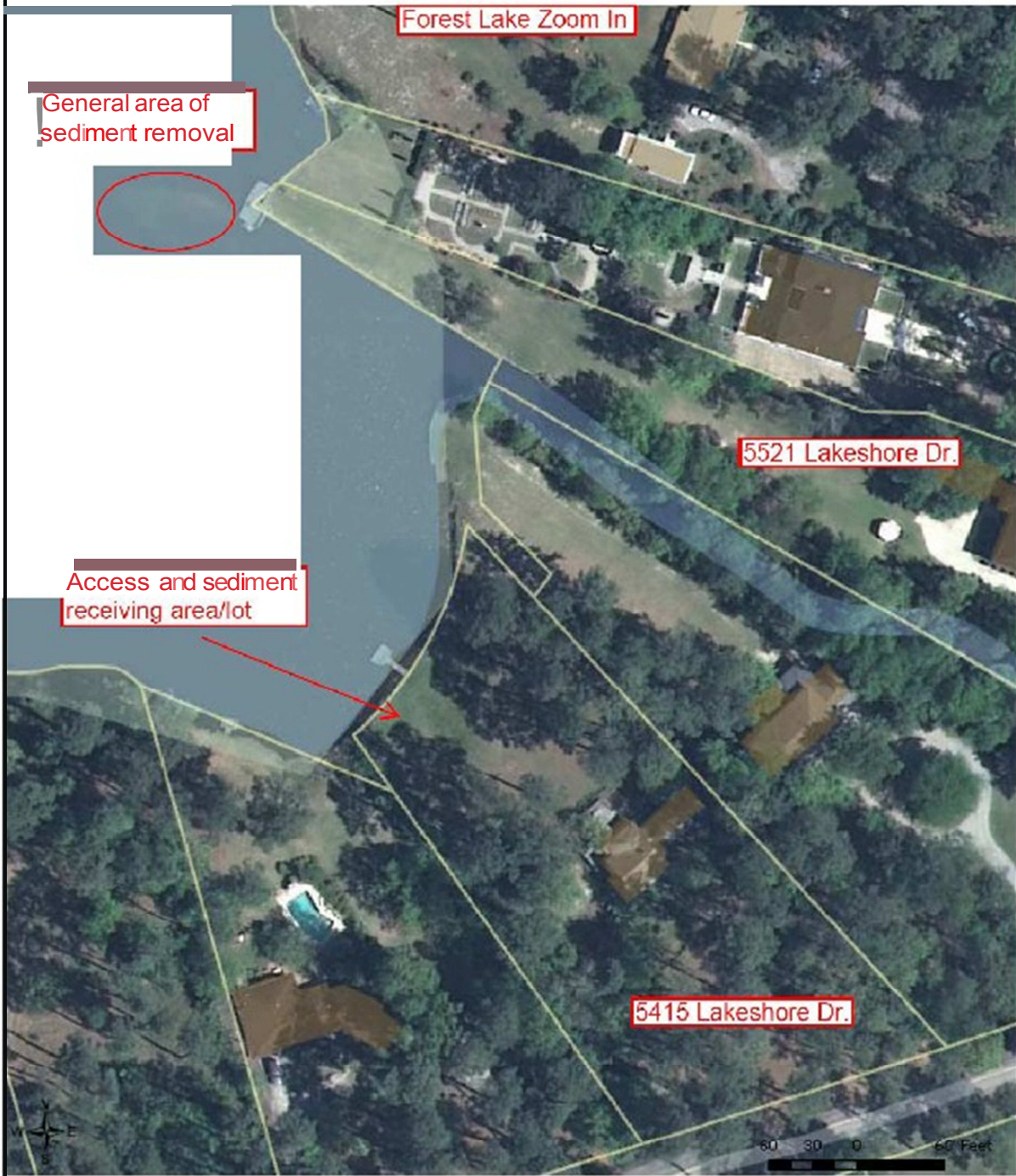
RICHLAND COUNTY COUNCIL

WITNESSES:

\_\_\_\_\_  
Kelvin E. Washington, Sr.  
Chairman

\_\_\_\_\_

Richland County Map



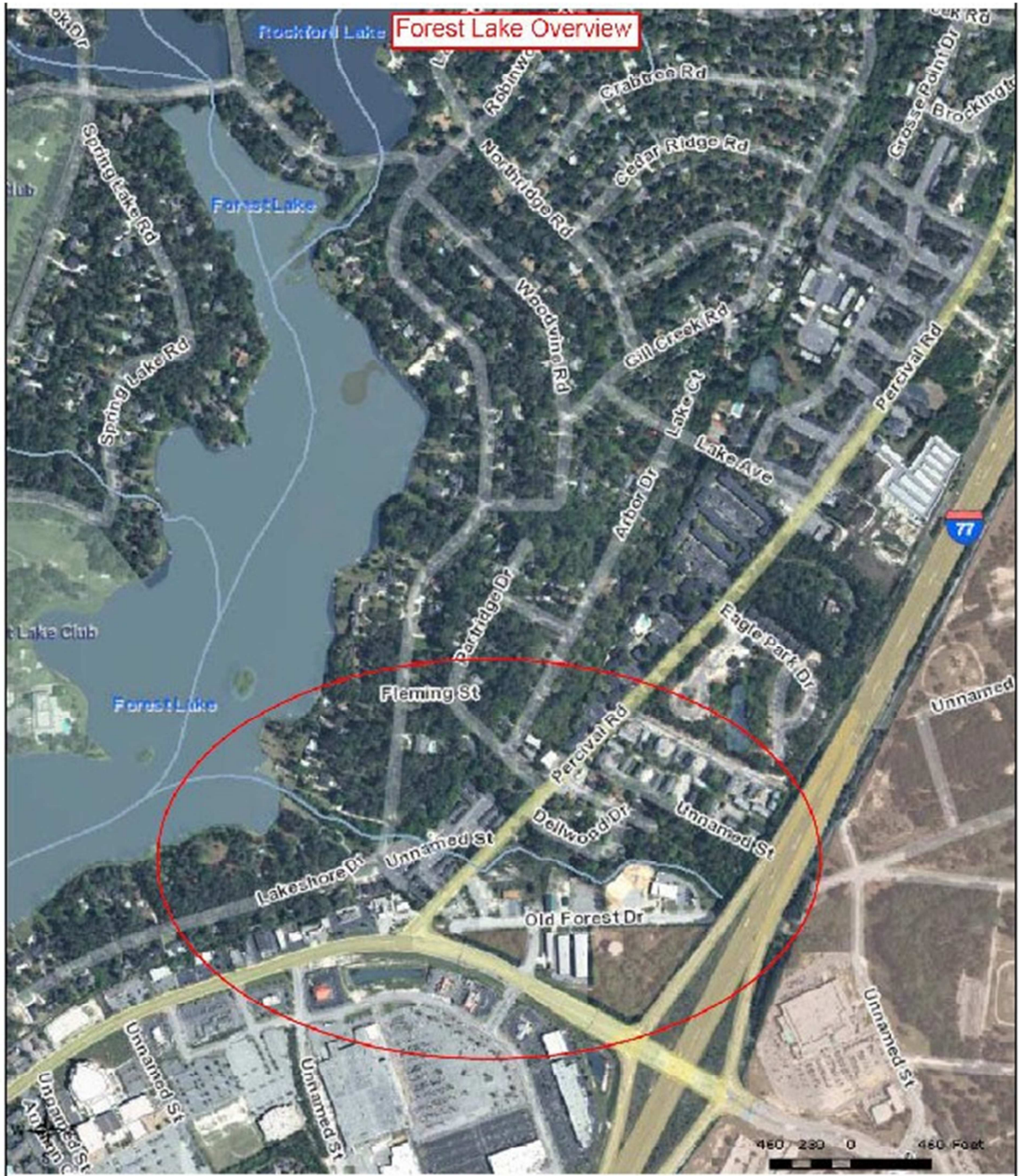
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# County Map



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DISCLAIMER: THIS IS A PRELIMINARY MAP AND SHOULD NOT BE USED FOR ANY PURPOSES WITHOUT THE EXPRESS WRITTEN PERMISSION OF RICHLAND COUNTY GIS. THE INFORMATION CONTAINED HEREIN IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE USER ASSUMES ALL LIABILITY FOR ANY DAMAGE OR LOSS OF ANY KIND, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS INFORMATION.

RC  
GEI

**DEPARTMENT OF PUBLIC WORKS  
BEST MANAGEMENT PRACTICE STANDARD**

**STANDARD # 26.17.1(O)**

**TITLE:** Private Pond Maintenance Policy

**NUMBER OF PAGES:** 4

**EFFECTIVE DATE:** May 3, 2005

**LEAD AGENCY:** Stormwater Management

**PREPARED BY:** Rocky Archer, PE  
Stormwater Manager

**AUTHORIZED BY:** Christopher S. Eversmann, PE  
Public Works Director

**REFERENCES:** None

**REVIEW DATE:** May 3, 2010

**I. Purpose**

To establish criteria and considerations that will allow Richland County to perform appropriate maintenance activity at private ponds in order to mitigate or reduce the negative impact of connection of private water-bodies to public drainage systems

**II. Definitions**

- A. Dry detention basins – Depressions that are excavated for the purpose of detaining excess stormwater runoff from newly developed land. Basins are also created to act as holding areas for the initial runoff of stormwater in order to allow sediment and pollutants to settle out from the stormwater medium. Dry detention basins may serve the same function as a pond, but there are significant differences. As their name suggests, they are most often dry (*i.e.* – lack standing water). Also, they are not considered an amenity to the community. As such, they are considered infrastructure and, in the case of residential subdivisions, are deeded to the County for perpetual maintenance.
- B. Pond – A water body that, under normal circumstances, retains water. This water may be stormwater runoff or groundwater from an active spring. They may be naturally occurring or constructed. Ponds are considered an amenity (as opposed to infrastructure). However, they may be integrated into a drainage system.
- C. Private water-bodies – Receiving waters (most often ponds, lakes or basins) that are privately owned by individuals or an association for which Richland County has no ownership or formal maintenance responsibilities. Private water-bodies may be integral to public drainage systems.
- D. Public drainage system – A stormwater conveyance system whose maintenance is the responsibility of a public entity that provides area drainage to a publicly maintained road network. Private water-bodies may be integral to these systems.
- E. Waters of the state - Lakes, bays, sounds, ponds, impounding reservoirs, springs, wells, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Atlantic Ocean within the territorial limits of the State and all other bodies of surface or underground water, natural or artificial, public or private, inland or coastal, fresh or salt, which are

## Private Pond Maintenance Policy

wholly or partially within or bordering the State or within its jurisdiction; *South Carolina Code of Laws Section 48-1-10*.

### III. **Background**

In 1990, the Environmental Protection Agency (EPA) established The National Pollutant Discharge Elimination System (NPDES) to reduce the quantity of pollutants that may be transported through the Storm Sewer Systems to “Waters-of-the-State”. The South Carolina Department of Health and Environmental Control (SCDHEC) Bureau of Water issued a NPDES Permit to Richland County in April 2000. In compliance with that Permit, Richland County has inventoried stormwater drainage systems and the locations to which they outfall into waters-of-the-state.

In the process of performing this inventory, Richland County has identified or been made aware of several areas of concern with respect to private water-bodies. These water bodies are in existence for a variety of reasons including recreation, aesthetics, and utility (water supply and power generation). Concurrently, stormwater retention or detention is also accomplished. It is not uncommon for these private water-bodies to be integral to public drainage systems. As such, they may be adversely affected by both controllable and uncontrollable factors that include adjacent development, discharge from public road drainage network, above average rainfall, and topography of the watershed.

### IV. **Problem**

Among the more negative effects on these private water-bodies from their integration with the area public drainage system are deposits of sediment carried by stormwater flowing into them (or siltation). The accumulation of sediment reduces pond volume and alters or obstructs the natural or designed stormwater flow path. Sedimentation can also impair water quality by providing a medium for the transportation of pollutants into the pond.

Some ponds are dedicated to Richland County at the time of development. This occurs predominantly in residential developments in which the roads and drainage system are to be maintained by Richland County. Whereas other ponds remain private, pre-date any formal maintenance policy, or are natural waters-of-the-state. Consequently, consideration for public maintenance of these ponds has not, heretofore, been addressed.

### V. **Policy**

In order to mitigate or reduce the negative impact of connection of private water-bodies to public drainage systems, it is necessary to develop criteria and considerations that will allow Richland County to perform appropriate maintenance activity at private ponds. These criteria and considerations are as follows:

- A. Adjacent development with public road or drainage network discharges stormwater runoff directly into the pond, and;
- B. The pond or lake should not be “isolated” or contained within a single property, and;
- C. Maintenance activity will not disturb any wetland area, and;

## Private Pond Maintenance Policy

- D. Property owners must grant and sign easement agreements to access each of the established discharge points and surrounding area, and;
- E. Hold harmless agreements must be obtained from property owners or Pond Owners Association.

Other considerations that may facilitate County participation for maintenance:

- F. The presence of a perennial stream flowing through the pond,
- G. The pond is currently managed and maintained by an established Pond Owner's Association with a point of contact.

### VI. Procedure

Upon agreement of listed criteria, the County can proceed with the corrective action needed. In order to effectively resolve the problem, the County must first assess the stormwater runoff discharge points and then develop a plan to meet that particular need. County staff will determine the need for structural repair, the extent of sedimentation, or the amount of debris removal.

All easement and hold harmless agreements shall be recorded prior to any maintenance activity is performed.

All dredging activity performed by the County will be limited to the furthest extent of determined sedimentation that can be practically reached from the bank by County equipment.

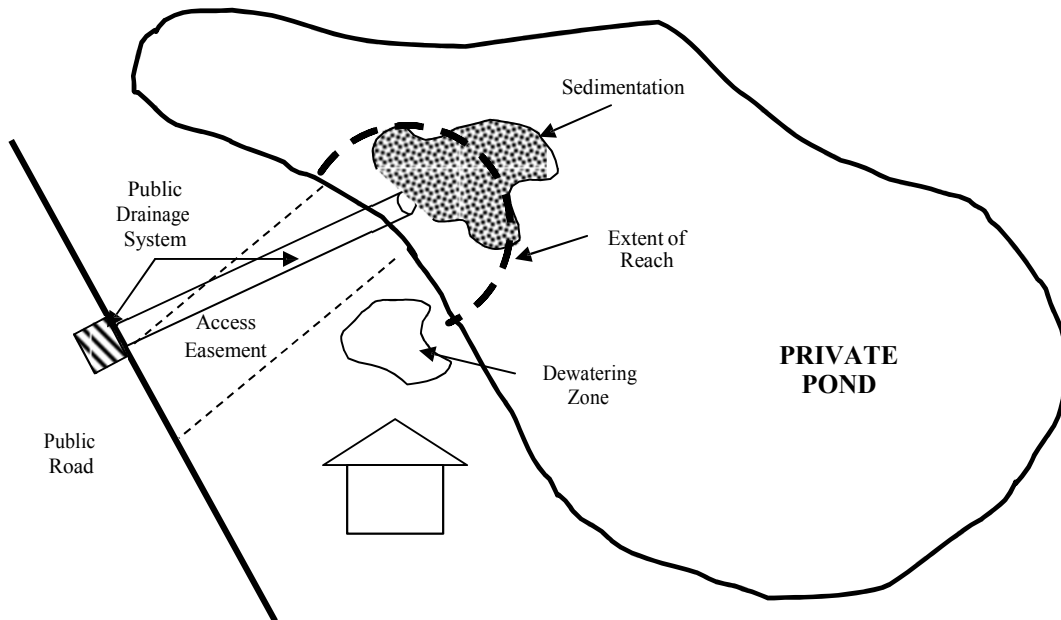


Figure 1. Typical outfall sediment removal activity components.

## Private Pond Maintenance Policy

The County may also provide assistance in the hauling of removed spoil material by private parties provided that the material is accessible from a public road, appropriately dewatered and free of litter, debris or other hazardous substances.

The Department of Public Works is continuing to locate and identify potential sites for the retrofit of Best Management Practices (BMP's) to improve stormwater quality. Thusly, outfall sites that need frequent maintenance may be considered.

These BMPs can be physical or non-physical. Physical BMPs may include installation of structures or planting of natural vegetation to assist in removing sediment, debris, and pollutants. Non-physical BMPs consist of education and awareness. County staff will meet with the community and provide guidance on how each individual can do their part to promote positive stormwater management.

As these processes are developed and followed, Richland County Department of Public Works can continue to promote and deliver quality stormwater management while building positive relationships with its citizens.

By publication of this policy, Richland County assumes no obligation or liability associated with maintenance activity on private ponds.

This policy was approved Richland County Council in their meeting of May 3, 2005.

# Richland County Council Request of Action

## **Subject**

Donation of Conservation Easement: Pine Springs, Inc. [**PAGES 260-275**]

## **Notes**

November 27, 2012 - The Committee forwarded this item to Council without a recommendation.



## **Richland County Council Request of Action**

**Subject:** Donation of Conservation Easement: Pine Springs, Inc.

### **A. Purpose**

County Council is requested to approve the donation of a conservation easement from Pine Springs Inc. of Columbia on 23.97 acres of woodlands along Little Jackson Creek at the entrance of Spring Valley subdivision on Two Notch Road.

### **B. Background / Discussion**

In 2011 Edwin Cooper, President of Pine Springs Inc., indicated his interest in placing a conservation easement on a tract of property the company owns at the entrance of Spring Valley subdivision in Richland County Council District 8. A map is attached. At its February 27, 2012 meeting, the Conservation Commission voted unanimously to approve a conservation easement on the 23.97 acres. Benefits of protecting this property in perpetuity include:

- Undeveloped, natural buffers for Little Jackson, a tributary of Gills Creek, which protect and enhance water quality
- Preservation of open space for the scenic enjoyment of the public traveling U.S. Highway 1
- A diversity of natural habitats which support a variety of floral and faunal species
- Recreational and environmental educational opportunities for residents of Spring Valley and their guests

As currently zoned, there are a few developable lots on the tract which will be extinguished with this conservation easement since it prohibits the subdivision of property. No structures will be permitted except for unenclosed buildings for recreational or educational use. No new roads and no paving are allowed, nor is timbering of hardwoods. Various improvements by the RC Public Works Department are proposed for Little Jackson Creek. An easement will provide an additional layer of protection for the stream. Conserving this natural area provides valuable open space, wildlife habitat, and stream buffers that are essential for the quality of life in fast growing Richland Northeast.

Negotiations have been prolonged because Pine Springs would like to sell the property with the easement on it to the Spring Valley Homeowners Association. The Board of the HOA and its attorney have been involved in the easement drafting. Final approval to purchase the property will be voted on at the annual HOA meeting in November.

### **C. Legislative / Chronological History**

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

### **D. Financial Impact**

This conservation easement is being donated to the County. Taxes paid in 2011 on the 23.97-acre parcel were \$62.30 because it is taxed at the agricultural use rate.

**E. Alternatives**

1. Approve the request to accept a donation of a conservation easement on 23.97 acres along Little Jackson Creek that provides substantial stream buffers, wildlife habitat, and open space in Richland Northeast.
2. Do not approve the donation of a conservation easement. If this alternative is chosen, a valuable opportunity will be lost to conserve land and protect natural resources in a development-intense area of the county.

**F. Recommendation**

It is recommended Council approve the request to accept the donation of a conservation easement of 23.97 acres by Pine Springs Inc.

Recommended by: James Atkins	Department: Conservation	Date: 11.2.12
Carol Kososki, Chrm.	Conservation Commission	11.2.12

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers	Date: 11/7/12
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Public Works**

Reviewed by: David Hoops	Date: 11/7/12
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Planning**

Reviewed by: Tracy Hegler	Date: 11/7/12
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Legal**

Reviewed by: Elizabeth McLean	Date: 11/14/12
<input type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation: Policy decision left to Council's discretion.	

**Administration**

Reviewed by: Sparty Hammett	Date: 11/14/12
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF RICHLAND            )

GRANT OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made this \_\_\_\_\_ day of December, 2012, by Pine Springs Inc. of Columbia (hereinafter "**Grantor**"), having an address of 5217 North Trenholm Road, Columbia, SC 29206 in favor of the Richland County (hereinafter "**Grantee**"), having an address of 2020 Hampton Street, Columbia, SC 29204.

WHEREAS, **Grantor** is the sole owner in fee simple of certain real property containing approximately twenty three and ninety seven hundredths (23.97) acres more or less, in Richland County, South Carolina, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the "Protected Property"); and

WHEREAS, The protection of water quality related to the provision of buffering from future development adjacent to the Spring Valley Pond on the property, in particular the Protected Property in its existing relatively natural condition contributes limited nonpoint source pollution to Little Jackson Creek due to the absence of impervious surfaces or areas; and the protection of this property fulfills the goals of the Richland County Comprehensive Plan, as adopted in 2007, including the protection of water quality which this easement fulfills by providing an undeveloped buffer for Little Jackson Creek, a tributary to Gills Creek, a major watershed in Richland County.

WHEREAS, the Protected Property is visible by the public from Two Notch Road and as such preserves open space for the scenic enjoyment of the general public. The property fronts historic U.S. Highway 1, which stretches from Maine to Florida, and the traveling public can continue to enjoy the property in its natural state.

WHEREAS, the Protected Property has a diversity of natural habitats including a perennial stream, wetlands, Sandhill habitats, mixed pine/hardwood forests, all of which can support a variety of floral and faunal species, and

WHEREAS, the Protected Property provides a diversity, quality, and combination of natural habitats significant to wildlife habitat functions including feeding, nesting and roosting areas for migratory songbirds and ground-nesting birds, and feeding, breeding and resting areas for native small and large game and non-game mammals, and

WHEREAS, the Protection of this property in the Gills Creek Watershed is considered a public priority by the County of Richland, given its endorsement of the Gills Creek Watershed Management Plan and that Gills Creek is a 303 (d) listed stream by the South Carolina Department of Health and Environmental Control which needs protection and restoration, this easement is executed pursuant to such clearly delineated governmental policies, and;

WHEREAS, the Protected Property possesses significant ecological and natural resources, water quality protective value, open space and scenic value, (collectively the "Conservation Values") of great importance to **Grantor**, to **Grantee** and to the people of South Carolina and this nation; and

WHEREAS, the specific Conservation Values are summarized hereunder and documented in a report on file at the **Grantee**'s office and incorporated herein by this reference (hereinafter the "Baseline Documentation"), which consists of maps, reports and photographs, and the parties agree that the Baseline Documentation provides, collectively, an accurate representation of the Protected Property at

the time of this grant and is intended to serve as an objective point of reference from which to monitor compliance with the terms of this grant; and

WHEREAS, **Grantor** believes that with the careful use of conservation easements, the resources, habitat, beauty and ecological value of the Protected Property can be protected in a manner that permits continuing private ownership of land and its subsequent use and enjoyment; and

WHEREAS, **Grantor** intends to preserve and protect the Conservation Values in perpetuity; and

WHEREAS, **Grantor** is willing to forego forever the right to fully exploit the financial potential of the Protected Property by encumbering the Protected Property with a conservation easement; and

WHEREAS, by act of the General Assembly of the State of South Carolina, as enacted in South Carolina Code Ann. (1976, as amended) (hereinafter the "SC Code") §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 §27-8-20, also recognizes and authorizes **Grantee** to hold conservation easements; and

WHEREAS, **Grantor** and **Grantee** recognize the natural, scenic, aesthetic, and special character of the Protected Property, and have the common purpose of the conservation and protection in perpetuity of the Protected Property as "a relatively natural habitat of fish, wildlife or plants or similar ecosystem" as that phrase is used in Code §170(h)(4)(A)(ii), "open space (including farmland and forest land)" as that phrase is used in Code §170(h)(4)(A)(iii) and in the regulations promulgated thereunder by the United States Department of the Treasury (hereinafter "Treasury Regulations"). **Grantor** and **Grantee** agree these purposes can be accomplished by placing voluntary restrictions upon the use of the Protected Property and by providing for the transfer from the **Grantor** to the **Grantee** of affirmative rights for the protection of the Protected Property so as to be considered a "qualified conservation contribution" as such term is defined in Code §170(h) and the Treasury Regulations promulgated thereunder; and

WHEREAS, the **Grantee** is a qualified South Carolina local government committed to the preservation of the irreplaceable natural and historical resources of the South Carolina Midlands landscape by protecting significant lands, waters and vistas whose purposes and powers include one or more of the purposes set forth in SC Code §27-8-20(1) authorizing **Grantee** to be a holder of conservation easements as provided for by the Act.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to §§170(h) and 2031(c) of the Code and the laws of the State of South Carolina, the **Grantor** hereby voluntarily grants and conveys to **Grantee** a conservation easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth (hereinafter the "Easement"). **Grantor** herein declares that the Protected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements hereinafter set forth, which covenants, conditions, restrictions and easements shall be deemed to run with the land in perpetuity and to be a burden on the Protected Property in perpetuity.

1. Purposes. The purposes of this Easement (hereinafter the "Purposes") are as follows:

- (A) To protect and preserve the Conservation Values; and
- (B) To prevent any use or activity that will significantly impair the Conservation Values, subject to the rights and privileges reserved below by **Grantor**; and

(C) To allow the continuation of historic and traditional uses and activities as well as limited new uses that would not significantly impair or degrade the Conservation Values.

2. Rights of **Grantee**. **Grantor** hereby conveys the following rights to the **Grantee**:

(A) Right of Access. To have visual access to the Protected Property, and;

(B) Right to Monitor. To enter upon the Protected Property in a reasonable manner, and at reasonable times, in order to monitor compliance with the Easement and to further document natural and manmade features of the Protected Property. **Grantee** shall allow **Grantor** reasonable notice prior to entering the property;

(C) Right to Prevent Inconsistent Uses. To prevent **Grantor** or third parties from conducting any activity or use inconsistent with the Purposes;

(D) Right to Require Restoration. To require **Grantor** or third parties to restore such Conservation Values that may be damaged by any uses or activities prohibited by this Easement, or any activity or use inconsistent with the Purposes; and

(E) Right of Discretionary Consent. If, owing to unforeseen circumstances, any of the uses or activities prohibited under this Easement are deemed desirable by both the **Grantor** and the **Grantee**, the **Grantee** may, in its sole discretion, give permission for such activities, subject to such limitations as it deems necessary or desirable and provided that:

I. The activities will not adversely affect the qualification of this Easement as a “qualified conservation easement” under any applicable laws, including §§170(h) and 2031(c) of the Code or the Act.

II. The activities will not adversely affect the “tax deductibility” status of the **Grantee** under any applicable laws, including §501(c) (3) of the Code and Treasury Regulations promulgated thereunder.

III. The activities will not adversely affect the Conservation Values.

IV. In no case shall the **Grantee** or **Grantor** have the right or power to agree to any activities that would result in the termination of this Easement.

3. Definitions. For the purposes of this Easement, **Grantor** and **Grantee** agree that those bold-faced terms that appear throughout this Easement shall be defined as follows:

**Approval** shall be defined as the prior written consent of the **Grantee** to permit **Grantor** to exercise certain rights described in Paragraphs 4 and 5, or to undertake any activity otherwise prohibited by this Easement. The rationale for requiring the **Grantor** to receive **Approval** prior to undertaking certain permitted and all prohibited activities is to afford **Grantee** an adequate opportunity to evaluate the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the Purposes of this Conservation Easement. **Approval** shall not be unreasonably withheld by the **Grantee**.

**Grantee** shall be defined as the above-named South Carolina local government, designated as the holder of this Easement, and its successors and assigns.

**Grantor** shall be defined as the original donor of this Easement and his (or her, or their) personal representatives, heirs, successors, assigns, and subsequent owners.

**Impervious Area or Surface** includes all surfaces that significantly impedes or prevents natural infiltration of water into the soil. Examples include roofs, buildings, streets, parking areas, and any concrete, asphalt, or compacted gravel surface. Gravel as used in driveways as normally practiced in Richland County shall not be considered an impervious surface.

**Notice** shall be defined as a written communication, prior to undertaking a permitted activity, as defined in Paragraph 19.

**Residential Structure** shall be defined as any structure requiring a residential occupancy permit from Richland County,

**Subdivided Tract** shall be defined as a separate transferable parcel of land having a unique identity according to Richland County records.

**Subdivision** shall be defined as the creation of a **Subdivided Tract** after the date of this Easement.

4. Reserved Rights. **Grantor** reserves all the rights, uses and activities (collectively, the “Reserved Rights”) inherent in fee simple ownership, including but in no way limited to those rights specifically expressed in subparagraphs A through K of this paragraph, subject to the specific Restrictions and Limitations of Paragraph 5, which are included to accomplish the Purposes enumerated in Paragraph 1. All Reserved Rights shall apply to the Protected Property in its entirety. In addition, the exercise of all Reserved Rights shall be in full accordance with all applicable local, state and federal laws and regulations, as well as in accordance with the Purposes.

(A) Fences. **Grantor** has the right to maintain, repair, and/or replace fences on the Protected Property, to further educational and interpretive functions, provided that such construction, maintenance, repair, and/or replacement does not violate the Purpose of this Easement.

(B) Fishing. **Grantor** retains the right for **Grantor**, **Grantor’s** family members, partners, and invitees to fish on the Protected Property; the rights to construct, maintain, repair, replace, and relocate duck blinds, gates, and wildlife observation platforms.

(C) Landfill. There shall be no temporary or permanent landfills on the property.

(D) Paths and Trails. **Grantor** retains the right to construct and maintain footpaths and trails of pervious surfaces, boardwalks, footbridges, tent camping sites, and wildlife observations platforms, along with appropriate signage, upon approval of the **Grantee**.

(E) Playground. One playground may be constructed in a manner and location so as not to impact the conservation values of the property. The design and location must be approved in advance by the **Grantee**. No impervious ground surfacing may be used.

(F) Ecological Research. **Grantor** retains the right to install forest or other ecological research equipment, experimental areas, perform studies in wetland management that could include, but is not limited to, weed control, fertilization, installation of weather stations, installation of towers for raising

instrumentation no more than ten (10) feet above the canopy, erosion control and excavation of root systems.

(G) Consistent Uses. **Grantor** has the right to engage in any and all acts or uses not expressly prohibited herein that are not inconsistent with the Purposes of this Easement.

5. Restrictions and Limitations. **Grantor** will not perform or permit, or will perform or permit, as specified below, the following acts or uses (hereinafter the “Prohibited Uses”) on, over or under the Protected Property:

(A) Subdivision. The Protected Property is currently composed of two (2) tracts. **Subdivision** of the tracts is prohibited.

(B) Structural Limitations. The construction, enlargement and replacement of **Residential Structures** and all other structures are subject to the following limitations:

I. No **Residential Structures** shall be constructed on the Protected Property.

II. **Unenclosed buildings for recreational or educational use** such as a pavilion or picnic shelter shall be permitted, provided the total square footage of all structures on the Protected Property does not exceed 2,000 square feet. Location of any such structures must be approved by the **Grantee** prior to construction.

III. Docks. One (1) dock and one (1) boat ramp may be constructed on the protected property. Gas powered boats are prohibited on the pond although electric motors may be permitted. Neither **Grantor** nor **Grantor**'s agents, shall make application for any permit or construct any improvements or permit any third party to make application for any permit or construct improvements or permit the Protected Property to access any improvements which would result in the construction of any docks within the deemed extension of the property lines.

IV. Towers. There shall be no towers on the Protected Property other than those permitted under 4 (E).

V. Buffers. In order to provide an aesthetic and ecological transition zone between permitted structures and waterways, there shall be no **Impervious Surface**, structures (other than fencing, gates, dock or boat ramp), nor new roads on that portion of the Protected Property within one hundred (100) feet of the Pond or streams.

(C) Land Use. There shall be no industrial, commercial or residential uses, activities, or structures on the protected property. No right of passage across or upon the Protected Property shall be allowed or granted if that right of passage is used in conjunction with any industrial, commercial or residential uses or activities.

(D) Services. Underground and aboveground utility lines and supporting apparatus or equipment related to the distribution of water or power are permitted and limited to serve the allowed uses in this section. Any proposed transmission line easements must be provided to the **Grantee** for consultation and mitigation of adverse effects.

(E) Roads and Parking. Roads shall be limited to those required to facilitate the uses permitted by this Easement, provided **Grantor** shall use existing roads and provided there shall be no paving of any road with non-permeable materials except as may be required by governmental authority.

Reasonable changes or realignment to existing roads is allowable as long as Richland County Best Management Practices for road construction are followed and such change does not impact the conservation values of the property. The use of gravel is expressly permitted for road construction. Any road construction for use by Richland County Public Works for stream restoration activities must be restored by the County to its prior condition.

All entrances shall be permitted to have appropriate gates and fencing. Parking shall be limited to the perimeter of the property, must be approved by the **Grantee**, and may not use any impervious surfacing materials.

(F) Landscaping. Landscaping shall be limited to the management of vegetation associated with the uses provided for in this section including but not limited to, mowing, pruning, trimming, and gardening.

(G) Signs. Signs for educational, recreational or safety purposes shall be limited to a maximum of four (4) square feet. Signs shall be placed so as to minimally impact the scenic view as seen from any public roadway.

(H) Archeological and Paleontological Digs; Artifacts and Fossils. 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. All artifacts or fossils located on the Protected Property must be preserved and retained on the Protected Property or contributed to a recognized and accredited museum or educational institution. The sale of artifacts or fossils is prohibited, except for sale of items of a financial nature, such as coins or gold or silver bars or other forms of current or historical legal tender.

(I) Forestry Uses. There shall be no harvesting of hardwoods on the property unless done with the permission of the **Grantee** for the purpose of salvaging 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. The cutting, removal, or harvesting of non-hardwoods may be done in accordance with a forest management plan prepared by a qualified professional forester and upon approval of the **Grantee**.

(K) Pond and Streams. Construction of additional ponds is prohibited. Stream, pond, and wetland restoration activities may be conducted subject to approval by the Richland County Public Works Department and the Richland County Conservation Department and the approval of the **Grantor** and **Grantee**. Such restoration activities must conform to approved Stormwater Best Management Practices. Mining of soil, sand, and sediment from pond and streams is prohibited; however the removal of sediment for water quality restoration purposes may be permitted upon approval of **Grantee**. Sediment removed from the pond or streams on the Protected Property which is relocated to another area of the property must be disposed of or used in such a manner so as not to damage the conservation values of the property.

(L) Mining. Mining and recovery of any oil, gas, natural gas or minerals is prohibited in accordance with Code §170(h) (5) (B) prohibiting surface mining.

(M) Topography and Hydrology. There shall be no alteration of the topography or hydrology, unless otherwise provided for in Paragraph 5 (K).

(N) Refuse. There shall be no placing of refuse, solid waste, storm debris, household debris including white goods, vehicle bodies, parts, tires, or junk on the Protected Property.



6. Third Party Activities. The **Grantor** shall keep the **Grantee** reasonably informed as to activities being conducted on the Protected Property which are within the scope of this Easement and as to the identity of any third parties who are conducting or managing such activities. The **Grantor** shall ensure that all third parties who are conducting activities relating to permitted uses of the Protected Property are fully and properly informed as to the restrictions and covenants contained within this Easement which relate to such uses, including without limitation, the provisions of this Paragraph and of Paragraphs 4 and 5.

7. **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 Protected Property resulting from any use or activity inconsistent with the Purposes, to restore the portion of the Protected 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 Values, and to require the restoration of the Protected 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 Protected Property or may apply any damages recovered towards activities relating to monitoring and enforcing compliance with the terms of this Easement and other similar conservation easements.

If **Grantee**, in its sole but reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, **Grantee** may pursue its legal and equitable remedies under this Paragraph without prior notice to **Grantor** or without waiting for the period provided for cure to expire.

**Grantee's** rights under this Paragraph 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, the **Grantee** shall be entitled to seek the injunctive relief described in this Paragraph, 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 Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

8. Costs of Enforcement. If **Grantee** prevails in any 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 attorneys' fees, and any reasonable costs of restoration necessitated by **Grantor's** violation of the terms of this Easement, shall be borne by **Grantor**.

9. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the reasonable discretion of the **Grantee**, and any forbearance by **Grantee** to exercise its rights under this Easement in the event of any breach of any terms of this Easement by **Grantor** shall not be deemed or construed to be a waiver by **Grantee** of such term or of any subsequent breach of the same or any other term of this Easement or of any of **Grantee's** rights under this Easement. No delay or omission by **Grantee** in the exercise of any right or remedy upon any breach by **Grantor** shall impair such right or remedy or be construed as a waiver.

10. 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 Protected 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.

11. 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 Protected Property resulting from causes beyond **Grantor's** control, including, without limitation, trespass by third parties, fire, hurricane, tornado, 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 Protected Property resulting from such causes.

12. Access. Only residents of Spring Valley and their guests shall have a right of public access to the Protected Property, provided that **Grantor** reserves the right to manage such public access for safety and maintenance purposes.

13. 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 Protected Property, including, but not limited to, clean up or remediation costs due to chemical contamination and the maintenance of general liability insurance coverage.

**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 activities on the Protected Property, unless due to the gross negligence or willful misconduct of **Grantee**.

14. Extinguishment, Condemnation and Fair Market Value. If circumstances arise in the future that render all of the Purposes impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, then as required by Sec.1.170A-14(g)(6) of the IRS regulations. The **Grantee** in the event of any sale, exchange, or involuntary conversion of the Protected Property is entitled to a percentage of the gross sale proceeds, minus any amount attributable to the value of improvements made after the date of this grant and allowed under the Conservation Easement, which amount shall be reserved to **Grantor**, equal to the ratio of the appraised value of the Conservation Easement to the unrestricted fair market value of the Protected Property established as of the date donated.

If all or a part of the Protected Property is taken by exercise of the power of eminent domain, **Grantor** and **Grantee** shall be respectively entitled to compensation in accordance with applicable law.

For the purpose of the above Paragraphs, the parties hereto stipulate that the Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. The percentage interests shall be determined by the ratio of the value of the Easement to the value of the Protected Property, without reduction for the value of the Easement. All such proceeds received by **Grantee** shall be used in a manner consistent with the conservation purposes of this grant. This provision is not intended to violate the provision required by Code §170(h) (2) (C) that requires the Easement to be granted in perpetuity.

15. 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 Values, **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. No amendment shall be allowed which would adversely affect the “tax deductibility” status of the **Grantee** under any applicable laws, including §501(c) (3) of the Code and Treasury Regulations promulgated 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 Protected Property other than development or improvements permitted by this Easement on its effective date, and shall not permit any impairment of the Conservation Values. **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.

16. Assignment. The benefits of this Easement shall not be assignable by the **Grantee**, except (i) if as a condition of any assignment, the **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 the Purposes and the resources to enforce the restrictions contained herein, and (iii) if 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. In the event that **Grantee** ceases to exist or exists but no longer as an eligible donee, qualified under §§501(c) (3) and 170(h) (3) and not a private foundation under §509(a) of the Code, then this Easement shall be assigned to another organization organized to accept conservation easements. **Grantee** shall not assign this Easement to a governmental entity or otherwise eligible **Grantee** without the prior written consent of the **Grantor** except as provided in this paragraph, which shall not be unreasonably withheld.

17. Transfers. **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 Protected Property, including, without limitation, a leasehold interest. The **Grantor** shall give the **Grantee Notice** of any change of possession, ownership or control of the Protected 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 Protected 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.

18. 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, addressed as follows:

If to **Grantor**: Pine Springs Inc.  
5217 North Trenholm Road  
Columbia, South Carolina 29206

If to **Grantee**: Richland County Conservation Commission  
P.O. Box 192  
Columbia, SC 29204

with a copy to the Spring Valley Homeowners Association 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 Section 19 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.

19. Recordation. **Grantee** shall record this instrument in timely fashion in the Richland County Register of Deeds, and may re-record it at any time as may be required to preserve its rights in this Easement.

20. Effective Date. **Grantor** and **Grantee** intend that the restrictions arising hereunder take effect on the day and year this Easement is recorded in the Richland County Register of Deeds after all required signatures have been affixed hereto.

21. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of South Carolina.

22. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to uphold the Purposes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purposes that would render the provision valid should be favored over any interpretation that would render it invalid.

23. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.

24. Baseline Documentation. **Grantee** acknowledges, by its acceptance of the Easement, that **Grantor’s** historical and present uses of the Property are compatible with the Purposes of the Easement. To establish a present condition of the Conservation Values so as to be able to properly monitor future uses of the Property and insure compliance with the terms hereof, **Grantee** has prepared or caused to be prepared the Baseline Documentation. The Baseline Documentation shall be used to assist in establishing the condition of the Property as of the date of this Easement. The Baseline Documentation shall be appended to this Conservation Easement by re-recording the Conservation Easement along with the Baseline Documentation attached as Exhibit “B”. The **Grantee** reserves the right to supplement and

record notice of the supplemental Baseline Documentation prior to December 31, 2012. **Grantor** and **Grantee** acknowledge and agree that in the event a controversy arises with respect to the nature and extent of **Grantor's** historical and present use of the physical condition of the Property subject to the Easement as of the date hereof, the parties may look beyond the Baseline Documentation, if necessary, to other relevant or material documents, surveys, reports, and other evidence showing conditions at the time of execution of this Easement to assist in the resolution of the controversy.

25. Entire Agreement. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to, the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Protected Property. 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 unto **Grantee** forever.

By execution of this Easement, the **Grantee** accepts this Easement and the rights and obligations recited herein.

**GRANTOR** HEREBY WARRANTS and represents that, except for land lying below the mean high water mark, as to which title is not warranted, the **Grantor** is seized of the Protected Property in fee simple and has good right to grant and convey this Easement, that the Protected Property is free and clear of any and all encumbrances, except existing easements of record and prescriptive easements, if any, and that the **Grantee** shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

IN WITNESS WHEREOF, **Grantor** and **Grantee** have set their hands to multiple duplicate original copies of this Easement under seal on the day and year first above written.

WITNESSES:

**GRANTOR:**  
Pine Springs Inc.

\_\_\_\_\_

\_\_\_\_\_  
Edwin Cooper, Jr.

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF RICHLAND         )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2012, before me the undersigned Notary, and I do hereby certify that the above named \_\_\_\_\_ duly authorized officers of the **Grantor** personally appeared before me and acknowledged the due execution of the foregoing instrument.

\_\_\_\_\_  
(Signature of Notary)  
Notary Public for the State of South Carolina  
My commission expires: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

**GRANTEE:**  
RICHLAND COUNTY

By: \_\_\_\_\_  
Its: CHAIRMAN

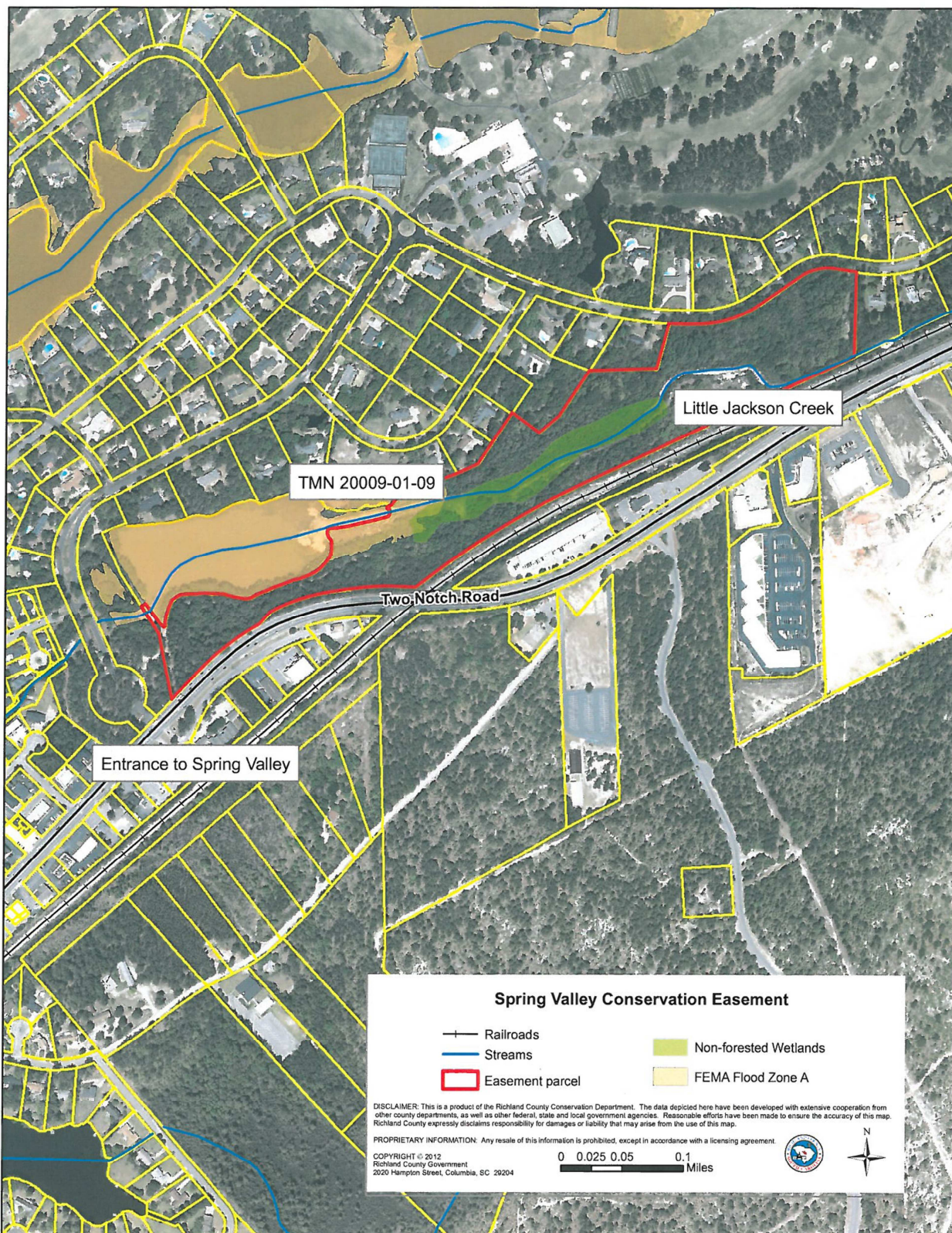
STATE OF SOUTH CAROLINA     )  
  )     **ACKNOWLEDGMENT**  
COUNTY OF RICHLAND         )

The foregoing instrument was acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2012, before me the undersigned Notary, and I do hereby certify that the above named \_\_\_\_\_ duly authorized officers of the **Grantee** personally appeared before me and acknowledged the due execution of the foregoing instrument.

\_\_\_\_\_  
(Signature of Notary)

Notary Public for the State of South Carolina  
My commission expires: \_\_\_\_\_





# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Richland County Code of Ordinances; Chapter 25, Vehicles for Hire; Article II, Towing and Wrecker Services; Section 25-20, Wrecker and Storage Charges, so as to increase the fees charged for towing and wrecker services [**FIRST READING**] [**PAGES 276-291**]

## **Notes**

November 27, 2012 - The Committee recommended that Council approve the request to amend the ordinance to increase charges for towing and wrecker services. Staff is to provide additional information to Council at the Council Meeting.



## Richland County Council Request of Action

**Subject:** Ordinance Amendment: Increase the Cost of Towing and Wrecker Services

### A. Purpose

County Council is requested to approve an amendment to County Ordinances Chapter 25, Article II: Towing and Wrecker Services, Section 25-20 Wrecker and Storage Charges in order to increase the cost for services.

### B. Background / Discussion

On October 16, 2012 Richland County Wrecker Service Operators requested County Council review for possible adjustment the 2009 Richland County Ordinance pertaining to allowable fees charged for wrecker (towing) and storage services due to increased costs in fuel, insurance, materials (tires, batteries, trucks), personnel and overall inflation. A copy of the October 16 presentation, as well as correspondence to Councilman Manning, is attached as reference.

A review of the South Carolina Highway Department and Lexington County processes was conducted, and the request does not appear to be unreasonable or unfair. (See attached Current Towing and Wrecker Services chart.)

<b>Current Code of Ordinances Allowable Charges</b>
1. Basic Tow Charge - \$125.00
2. Special Circumstances (vehicle in water, in woods, special equipment needed) Additional \$75.00 per hour
3. Collision Tow - \$150.00 plus the Basic Tow charge *
4. Storage Charges - \$10.00

<b>Requested Increase by Richland County Wrecker Service Operators</b>
1. Basic Tow Charge - \$160.00
2. Special Circumstances (vehicle in water, in woods, special equipment needed) Additional \$125.00 per hour
3. Collision Tow - \$160.00
4. Storage Charges - \$25.00

\*NOTE- When these same charges were increased in 2009 (Ord. 062-09HR), Council approved language (identical in all three readings) that stated that the Collision Tow charge would be \$150 and would NOT be combined with the basic tow charge. Unfortunately, when the Ordinance was executed, the document failed to include the word “not” and thus, requires the \$150 plus the basic tow charge. Again, this language was not passed by Council and the signed document (062-09HR) contains a scrivener’s error. The language in the draft Ordinance (attached) before you removes that error and includes the language actually passed in 2009.

Please note that according to Chris Schroeder at Schroeder Towing, customers are currently

charged \$150 only when being towed for a collision. The towing / wrecker companies are **not** charging this fee on top of a basic tow fee. Accordingly, the towing / wrecker companies are following the original intent of the Ordinance. (The correspondence to Mr. Manning from Mr. Schroeder contains the incorrect language contained in Ord. 062-09HR, which is revised herein.)

**C. Legislative / Chronological History**

This item was forwarded from the October 16, 2012 Council Meeting to the November A&F Committee.

**D. Financial Impact**

There is no financial impact to the County, as payments are made directly from the vehicle owner to the Richland County Wrecker Service Operators.

**E. Alternatives**

1. Approve the request to amend the Ordinance to increase the Basic Tow Charge to \$160.00 (from \$125); increase the charge for Special Circumstances (vehicle in water, in woods, special equipment needed) to an additional \$125.00 per hour (from \$75); increase the Collision Tow to \$160.00 (from \$150); and increase the Storage Charges to \$25.00 (from \$10).
2. Do not approve the request to amend the Ordinance to reflect the price increases.

**F. Recommendation**

It is recommended that Council approve the request to amend the Ordinance to increase the Basic Tow Charge to \$160.00 (from \$125); increase the charge for Special Circumstances (vehicle in water, in woods, special equipment needed) to an additional \$125.00 per hour (from \$75); increase the Collision Tow to \$160.00 (from \$150); and increase the Storage Charges to \$25.00 (from \$10).

Recommended by: Rodolfo A. Callwood Department: Procurement Date: 11/2/2012

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 11/13/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommendation is based on the Procurement Director's request and the proposal having no fiscal impact to the County

**Legal**

Reviewed by: Elizabeth McLean

Date: 11/15/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

**Administration**

Reviewed by: Tony McDonald

Date: 11/15/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the amended fee schedule as proposed.

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_-12HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 25, VEHICLES FOR HIRE; ARTICLE II, TOWING AND WRECKER SERVICES; SECTION 25-20, WRECKER AND STORAGE CHARGES, SO AS TO INCREASE THE FEES CHARGED FOR TOWING AND WRECKER SERVICES.

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 25, Vehicles for Hire; Article II, Towing and Wrecker Services; Section 25-20, Wrecker and storage charges; is hereby amended to read as follows:

**Section 25-20. Wrecker and storage charges.**

(a) A basic tow charge of ~~\$125~~ \$160 shall be made for the use of a wrecker (other than a large wrecker) called to tow a vehicle pursuant to the provisions of this article. An additional charge of ~~\$75~~ \$125 per hour shall be made if there are special circumstances (e.g. vehicle in water, vehicle in woods) or if special equipment (e.g. a dolly assembly) is required in order to appropriately move the vehicle. If the tow is being used for a collision, the charge will be ~~\$150~~ \$160 and will not be combined with the basic tow fee. If a large wrecker is needed in order to move an 18-wheel vehicle, a tow charge of \$250 shall be made, plus an additional charge of \$200 per hour if there are special circumstances (e.g. overturned cab/trailer) or if special equipment is required. In instances where a vehicle is to be towed for parking violations or abandonment and the owner of the vehicle appears and makes claim to the vehicle before the vehicle is towed away, but after the wrecker is called, the vehicle shall be released to the owner upon immediate payment of \$50 to the wrecker operator if a basic tow truck was called or upon payment of \$85 to the wrecker if a large tow truck was called.

(b) Storage charges on stored or impounded vehicles shall be ~~\$10~~ \$25 per day.

(c) No stored or impounded vehicle shall be released until proper evidence of ownership is exhibited and all towing and storage charges have been collected by the wrecker service as provided by law.

(d) All towing and storage charges shall be itemized on an invoice or receipt when charges are paid. No charges other than towing and storage will be made on any vehicle without prior written approval from the owner or his or her agent.

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 Washington, 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:

## Current Towing and Wrecker Services November 2012

Richland County	Lexington County	SC Highway Patrol
<ol style="list-style-type: none"> <li>1. Basic Tow Charge - \$125.00</li> <li>2. Special Circumstances (vehicle in water, in woods, special equipment needed) Additional \$75.00 per hour</li> <li>3. Collision Tow is \$150.00 plus the basic tow charge</li> <li>4. Large Wrecker Tow Charge -\$250.00</li> <li>5. Special Circumstances (overturned cab/trailer) \$200.00 per Hour</li> <li>6. Storage Charges - \$10.00</li> <li>7. Tows Due to Parking Violations &amp; Abandonment - If the owner appears and makes claim to the vehicle prior to it being towed but after the wrecker has been called, an immediate \$50.00 charge for basic tow and \$85.00 for large wrecker tow, shall be paid to the wrecker operator</li> </ol>	<ol style="list-style-type: none"> <li>1. Class A Public Vehicles: Violations - \$150.00 Non Violations - \$125.00</li> <li>2. Class A - County Owned \$65.00 Flat Fee</li> <li>3. Additional Charges for Class A Public and County Vehicles Winching - \$50.00 Removal of Drive Shaft - \$15.00 Wait Time \$50.00 per hour</li> <li>4. Class B - Public &amp; County Vehicles \$100.00 per hour</li> <li>5. Class C - Public &amp; County Vehicles \$150.00 per hour</li> <li>6. Vehicle Storage - \$25.00 per day</li> <li>7. Landau/Lowboy - \$150.00 Flat Fee</li> <li>8. Vehicle towed outside of County in excess of 15 miles - additional \$3.00 per mile</li> </ol>	<ol style="list-style-type: none"> <li>1. Class A - Violations - \$135.00 Collisions - \$185.00 Stranded Motorist /Abandon Vehicle - \$135.00 Storage - \$25.00 per day</li> <li>2. Class B - Violations - \$145.00 Collisions - \$200.00 Stranded Motorist /Abandon Vehicle - \$145.00 Storage - \$25.00 per day</li> <li>3. Class C - Violations - \$350.00 Per hour Collisions - \$350.00 Per hour Stranded Motorist/Abandon Vehicle - \$350.00 Per hour Storage - \$35.00 per day</li> </ol>

October 3, 2012

The Honorable Jim Manning  
Richland County Council District 8  
4531 Briarfield Road  
Columbia, SC 29206

Dear Sir,

My name is Chris Schroeder and I am the owner and operator of Schroeder's Towing Inc. I am writing this letter on behalf of all the current tow truck operators now on the Richland County rotation list. It is written as a request for the consideration of Richland County Council concerning the amounts allowed for towing and storage services in Richland County.

As I am sure you are aware the price of fuel has risen drastically since 2009, which is the last time Council considered this matter. With Diesel fuel now well over four dollars a gallon, insurance premiums increasing exponentially, compounded by rising cost of pay and benefits to employees, I, like the other operators in Richland County, simply cannot operate at the prices we are allowed to charge in Richland County.

The South Carolina Highway Patrol, The City of Columbia and other governmental agencies in and around Richland County have adjusted accordingly so that we may continue to operate in a fair and equitable manner.

The proposal below is comparable to the aforementioned agencies current pricing and would compensate for the increases previously described. I am therefore asking you to consider these changes (reflected in blue) to section 25-5 of the Richland County code to bring Richland County in line with today's market place.

#### Sec. 25-20. Wrecker and storage charges.

- (a) A basic tow charge of \$125 (~~\$125~~ \$160) shall be made for the use of a wrecker (other than a large wrecker) called to a vehicle pursuant to the provisions of this article. An additional charge of \$75 (~~\$75~~ \$125) per hour shall be made if there are special circumstances (e.g. vehicle in water, vehicle in woods) or if special equipment (e.g. dolly assembly) is required in order to appropriately move the vehicle. If the tow is being used for a collision, the charge will be \$150 (~~\$150.00~~ \$160.00) and will be combined with the basic tow fee. If a large wrecker is needed in order to move an 18-wheel vehicle, a tow charge of \$250 shall be made, plus an additional charge of \$200 per hour if there are special circumstances (e.g. overturned cab/trailer) or if special equipment is required. In instances where a vehicle is to be towed for parking violation or abandonment and the owner of the vehicle appears and makes claim to the vehicle before the vehicle is towed away, but after the wrecker is called, the vehicle shall be released to the owner upon

- (c) No stored or impounded vehicles shall be released until proper evidence of ownership is exhibited and all towing and storage charges have been collected by the wrecker service as provided by law.
- (d) All towing and storage charges shall be itemized on an invoice or receipt when charges are paid .No charges other than towing and storage will be made on any vehicle without prior written approval from the owner or his or her agent.

(Ord. No 764-81 VIII, 1-7-81; Ord. No. 070-00Hr, I, 11-14-00; Ord. 062-09HR, I, 11-17-09)

If you or any of the other members of Council have any questions, please contact me at 803.917.8004 at any time.

Thanking everyone in advance for Council's consideration in this matter, I am

Sincerely,

Chris Schroeder

Cc: All Members of Richland County Council  
All Wrecker Services towing for Richland County  
Sheriff Leon Lott  
Corner Gary Watts  
Lt. McRoberts



**PETITION FOR CHANGE OF SECTION 25-20 OF THE  
RICHLAND COUNTY CODE**

<u>Schroeder's Towing</u>	<u>Chris Schroeder 9-27-12</u>
Print	Signature and date
<u>Campbell's Inc.</u>	<u>[Signature] 9-27-12</u>
Print	Signature and date
<u>City Garage</u>	<u>[Signature] 9-27-12</u>
Print	Signature and date
<u>Columbia's P&amp;H Auto</u>	<u>Day Wether 9/27/12</u>
Print	Signature and date
<u>BROWN MEYER</u>	<u>[Signature] 9/27/12</u>
Print	Signature and date
<u>Body Mender Collision</u>	<u>Karen DeBaggio 9/27/12</u>
Print	Signature and date
<u>LONNIE ROBERTS</u>	<u>[Signature] 09/27/12</u>
Print	Signature and date
<u>CAPITAL CITY TOWING</u>	<u>[Signature] 9/27/12</u>
Print	Signature and date
<u>ROBERT KENNEDY</u>	<u>[Signature] 9/27/12</u>
Print	Signature and date
<u>HAPPY DADLY TOWING</u>	<u>[Signature] 9/27/12</u>
Print	Signature and date
<u>JUSAN McBEAN</u>	<u>[Signature] 9/27/12</u>
Print	Signature and date
<u>Paul Hand Towing</u>	<u>Hand Hand 9-27-12</u>
Print	Signature and date
<u>JACK Brazell</u>	<u>Jack Brazell 9-27-12</u>
Print	Signature and date
<u>Eagle One Towing</u>	<u>[Signature] 9-27/12</u>
Print	Signature and date
<u>Michael Beverly</u>	<u>[Signature] 9-27/12</u>
Print	Signature and date

*October Presentation by Schroeder's Towing on October 16, 2012*

Section 25-20 of the Richland County Ordinance

## **Request Review and Modification of Ordinance**

### **Reasons why:**

- Fuel costs
- Insurance costs
- Material costs (tires, batteries, trucks)
- Overall inflation
- Personnel costs

## October 2009 Diesel Price

- October 2009- Price per gallon for diesel- \$2.60.

## October 2012 Diesel Price

- October 2012- Price per gallon for diesel- \$4.06

## October 2009 Diesel Price

- October 2009- Price per gallon for diesel- \$2.60.

## October 2012 Diesel Price

- October 2012- Price per gallon for diesel- \$4.06

## Material Costs (Tires)

- The average tire cost in the beginning of 2009- \$100.00
- The average tire cost at the beginning of 2012- \$170.00
- A 70% increase on average!
  - Source- Dunn Tire Blog

## What Tow Company Owners are asking for:

- An increase in basic tow charge of \$125 to \$160.
- An increase from \$75.00 per hour to \$125.00 per hour "if there are special circumstances."
- "If the tow is being used for a collision, the charge will be \$150 (request increases to \$160.00)
- "Storage charges on stored or impounded vehicles shall be \$10 (request increase to \$25.00) per day.

**Thank you for your time!**

From All Richland County Tow Operators



From the City's ordinance, Sec. 24-215 – Towing and storage charges:

In all cases in which a vehicle is towed at the direction of city personnel or without the prior authorization or consent of the owner or operator of the vehicle, the following shall apply:

- (1) *Towing.* A maximum charge of \$160.00 shall be made for the use of a wrecker when a vehicle is disabled as the result of an accident. A corresponding additional charge may be made if the automobile flipped over and must be righted or is on a bank or sloping terrain. If the vehicle is being towed for a parking violation or abandonment, a maximum charge of \$125.00 shall be made for the use of the wrecker. If the owner of such vehicle appears before his vehicle is towed away and makes claim to his vehicle after the wrecker has been ordered to remove such vehicle, the vehicle may be released to the owner upon payment of \$50.00 to the wrecker service, provided the owner shall satisfy all charges against the vehicle at police headquarters. A maximum charge of \$125.00 per hour shall be made for each heavy duty wrecker.
- (2) *Storage.* Maximum storage charges on stored or impounded vehicles shall be \$25.00 per day;
- (3) *Release of impounded vehicles.* No stored or impounded vehicle shall be released until proper evidence of ownership is exhibited and all towing and storage charges have been paid. The towing and storage charges shall be collected by the wrecker service as provided by law.
- (4) *Posting of rates; additional charges.* All rates approved by the city shall be posted in a conspicuous place in each office of the wrecker service. All towing and storage charges will be itemized on an invoice or receipt when charges are paid. No charges other than towing and storage charges will be made on any vehicle without prior written approval from the owner or his agent.
- (5) *Payment methods.* Every firm providing zone services shall accept major credit cards in addition to cash for towing and storage charges. There shall be no additional fee charged for the use of credit cards.

# Richland County Council Request of Action

## **Subject**

Family Court Child Support Enforcement Position [**PAGES 292-296**]

## **Notes**

November 27, 2012 - The Committee forwarded the item to Council without a recommendation. Staff is to provide additional information to Council at the Council Meeting.



# Richland County Council Request of Action

**Subject:** Family Court Child Support Enforcement Position

## **A. Purpose**

County Council is requested to approve a budget amendment for the Clerk of Court Department in the amount of \$50,000.00 for the purpose of providing a new Family Court Child Support Enforcement position.

## **B. Background / Discussion**

The state of the economy has had a profound effect on all areas of the Family Court department, especially Child Support Enforcement. An additional full-time Child Support Enforcement position is needed to assist the citizens of Richland County with meeting their needs through the Family Court process. The economy has caused an increase in the need to file for child support and the non-custody parent not able to pay child support.

Presently there are over 500 more phone calls and/or complaints monthly (previously 1,500) from customers who require assistance from Child Support Enforcement. This has become overwhelming to staff based on the following:

- Failure to pay child support bench warrants issued and served
- Child support wage withholding requests
- Orders of protection (domestic abuse) orders processed
- DSS child support cases and juvenile cases

### **Designation – Payment of Court Cost (commonly referred to as IV-D)**

“Designation” is a federal requirement that a non-custodial parent (NCP) specifies that 5% of his/her support payment is to satisfy court fees. Without this designation form signed, the collections received are presumed to be child support, and court fees cannot be deducted. The federal government will not provide Federal Financial Participation (FFP) or certify a child support system that does not comply with federal distribution requirements.

The Designation Form report is a way that South Carolina can continue to collect court fees from each child support payment as is currently processed and provided for by state statute based on the contract between SC Department of Social Services (DSS) and Richland County. DSS currently reimburses the Clerk of Court for enhancement and enforcement activities carried out in cooperation with DSS. If Richland County does not “properly enforce” each child support case, DSS will not continue to reimburse court fees to the County. If there is not a designation form signed by each NCP, it can be interpreted as not properly enforcing the child support case.

There are over 19,000 child support cases with Richland County. Only 7,000 (37%) of Richland County cases have been properly signed using a designation form. This percentage is extremely low when it is compared with other counties. A full time position in Child Support Enforcement is needed to improve our child support enforcement. This position will allow the

County to process the remaining signatures and help keep us on track for the future growth of child support enforcement.

The IV-D 5% reimbursement fees that are collected are for Child Support Enforcement. These fees are designated for the sole purpose of enforcement, enhancement and improvement of child support enforcement and have to be separate from the county financial budget for the operation of Family Court.

### **C. Legislative / Chronological History**

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

Two positions were requested in the 2013 budget process that were to be funded with Child Support Enforcement IV-D funds. One was approved.

### **D. Financial Impact**

The average annual amount of DSS Child Support Enforcement IV-D funds received during the last three fiscal years is \$645,000. Due to stricter processing guidelines being enforced by the Federal government, the County faces a possible loss of \$387,000 (63%) IV-D funds annually. Adding an additional staff person will help Richland County process 100% of the Designation Forms that are used to receive DSS Child Support Enforcement IV-D funds.

The new position for child support enforcement will be funded with the DSS-IV funds. The position and fringe for the full-time position is \$46,158.05. The remaining \$3,841.95 will be used to purchase a computer, printer, desk and other supplies for the position.

### **E. Alternatives:**

1. Approve a budget amendment for the Clerk of Court Department in the amount of \$50,000.00 for the purpose of providing a new Family Court Child Support Enforcement clerk position.
2. Do not approve a budget amendment for the Clerk of Court Department in the amount of \$50,000.00 for the purpose of providing a new Family Court Child Support Enforcement clerk position and reduce the amount of IV-D funds received on an annual basis.

### **F. Recommendation**

It is recommended that Council approve the request to amend the 2013 Budget for Clerk of Court to hire an additional, full-time Child Support Enforcement clerk based on the impact it will have on Unit Cost Reimbursement (IV-D) funds and meeting the needs of the citizens of Richland County.

Recommended by: Jeanette W. McBride Department: Clerk of Court Date: 11/2/12

## G. Reviews

### Finance

Reviewed by: Daniel Driggers

Date: 11/9/12

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: This is a budget request; therefore, it is Council's discretion to approve and allocate the funding request.

As stated, the request was considered during the FY13 budget discussions, but not approved. For consistency, I would recommend that Council consider all budgetary requests during the budget process and not in off-cycle periods. Off-cycle requests can discourage the competitive review process for the limited recurring funding, reduce the effectiveness of Council's appropriation of funding process, and increase the risk of approving a recurring cost paid for with one-time revenues.

The office of the Clerk of Court is funded through the general fund and all Title IV monies are already accounted for through the General Fund process; therefore, these monies are not new dollars, but existing dollars that are already accounted for in balancing the budget. Therefore, approval would make the General Fund Budget out of balance.

Based on the above, approval would require the identification of another funding source and a budget amendment.

### Legal

Reviewed by: Elizabeth McLean

Date: 11/14/12

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: Policy decision left to Council's discretion.

### Administration

Reviewed by: Sparty Hammett

Date: 11/16/12

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: One of two requested new positions was approved during the FY 13 budget process. While it may be warranted, this request is recommended to be presented and considered during the FY 14 budget process, so as to avoid a mid-year budget amendment.

FY13 GF Original Budget 146,913,504

Rollover for capital expenditures - use of fund balance 1,435,108

Budgeted use of fund balance 6,761,070

Budget Amendments - use of fund balance:

<u>Department</u>	<u>Description</u>	<u>Amount</u>
Industrial Park	Industrial Park	730,000
Magistrates	Additional Personnel Blythewood Mag. (annualized costs \$30,444)	34,004
Sheriff	Grant position pickup (annualized \$58,175)	44,500
Sheriff	Fringe benefits	289,000
Sheriff	To Increase Special Duty	297,292

Pending Amendments

<u>Department</u>	<u>Description</u>	<u>Amount</u>
Attorney	Fringe benefits	11,830
Nondepartmental	Grant match	184,496

# Richland County Council Request of Action

**Subject**

- a. Governmental Affairs Representative Services Contract Renewal [**PAGES 297-301**]

# Nelson Mullins

## Nelson Mullins Riley & Scarborough LLP

Attorneys and Counselors at Law  
1320 Main Street / 17th Floor / Columbia, SC 29201  
Tel: 803.799.2000 Fax: 803.255.9070  
www.nelsonmullins.com

Edward E. Poliakoff  
Tel: 803.255.9412  
Fax: 803.255.9070  
ed.poliakoff@nelsonmullins.com

November 13, 2012

W. Anthony McDonald  
Interim County Administrator  
Richland County  
2020 Hampton Street  
PO Box 192  
Columbia, SC 29202

RE: Third Agreement Extension and Amendment

Dear Mr. McDonald:

We are grateful for and honored by the opportunity to continue to work with Richland County.

I am enclosing an executed Third Agreement Extension and Amendment (“Extension”) of the January 1, 2010 Governmental Services/Political Representative Services Agreement (“Agreement”) between Richland County (“County”) and Nelson Mullins Riley & Scarborough (“Firm”) relating to the governmental services provided by Nelson Mullins to Richland County. Regarding the reference in the Extension to a “Conflicts of Interest Policy” applicable to Nelson Mullins lobbyists, I thought it would be useful to address here a point that we have discussed in the past, and which we referenced in our December 2, 2011 and November 8, 2012 letters in response to the auditor survey.

As provided in the Firm’s August 13, 2009 proposal (“Proposal”) in response to the County’s July 16, 2009 Request for Proposals, the services being provided and to be provided by Nelson Mullins to Richland County are lobbying and related government relations services, and are provided by professionals in our government relations sections, lawyers and non-lawyers alike, based in Columbia and Washington DC (Governmental Services”). Pursuant to Rule 5.7 of the S.C. Rules of Professional Conduct, the Governmental Services that we provide to the County do not include legal services. Consequently, no attorney-client relationship has been created by this undertaking.

As we noted in the Proposal, the Firm provides legal services (“Legal Services”) to several clients in matters in which those clients are or might be adverse to Richland County. For example, attorney George Wolfe, and other attorneys in the Firm, represent and will in the

future represent clients and provide Legal Services to them regarding economic development incentives provided or to be provided by the County. In all such matters, the provision of Legal Services to clients is categorized for purposes of certain professional rules as adverse to Richland County, in that the County and the Firm's clients in those matters have divergent and sometimes opposing interests that can lead to negotiations or even litigation. For another example, attorneys in the Firm sometimes represent and provide Legal Services to clients who are contesting administrative or legal positions taken by the County, for example tax assessments, land use decisions, and the like. The above are merely examples, and are not intended to be a comprehensive description of all scenarios in which clients of the Firm, with which the Firm has attorney-client relationships, have had, have, or may in the future have positions adverse to Richland County. Some current examples are our provision of Legal Services to the Bottling Group, LLC (a Pepsico affiliate), Sysco Corporation, Project Giant, WNS Global Services, Inc. and the South Carolina Research Authority in various economic development, tax, and other matters in which those entities have been, are, or may be adverse to the County.

In abundance of caution we just wanted to take this opportunity at renewal to reiterate that our firm has provided, is providing, and will continue to provide Legal Services to clients in matters in which such clients are adverse to the County. Because our firm is providing only Governmental Services to Richland County and is not entering into an attorney-client relationship or providing Legal Services to the Richland County, none of the conflict of interest rules in the S.C. Code of Professional Conduct (for example, Rule 1.7, involving concurrent conflicts of interest) apply.

Because the Governmental Services do not constitute Legal Services and thus do not establish an attorney-client relationship between the County and the Firm, no attorney-client privilege attaches to the communications between the County and the Firm. However, the Firm has treated and will continue to treat information provided by the County to the Firm as confidential to the full extent permitted by law, except as the County may otherwise instruct or agree.

We thank you for the opportunity to work with Richland County in the governmental affairs arena.

Very truly yours,



Edward E. Poliakoff

EEP:jc  
Enclosure

### THIRD AGREEMENT EXTENSION AND AMENDMENT

Extension and Amendment of Governmental Affairs / Political Representative Services Agreement  
Between Richland County Government and Nelson Mullins Riley & Scarborough LLP

\*\*\*\*\*

WHEREAS, Richland County Government (hereinafter "County") and Nelson Mullins Riley and Scarborough, LLP (hereinafter "Nelson Mullins") entered into the Governmental Affairs / Political Representative Services Agreement (hereinafter "Agreement") dated the 1<sup>st</sup> day of January 2010; and

WHEREAS, the County and Nelson Mullins extended the term of the Agreement by the Agreement Extension (hereinafter "Extension") with the effective date of December 1, 2010; and

WHEREAS, the parties desire to modify and extend said Agreement and Extension;

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the parties, on this 13<sup>th</sup> day of November, 2012, agree as follows:

1. The term of the Agreement is hereby extended until December 31, 2013.
2. The Agreement is further amended to include the following language:

Policy on Conflicts of Interest:

Nelson Mullins shall abide by the following Conflicts of Interest Policy ("Policy"). The Policy shall apply to officers, employees and agents of Nelson Mullins registered as lobbyists for Richland County pursuant to SC Code Title 2 Chapter 17 (each a "Nelson Mullins Lobbyist")

A. Nelson Mullins Lobbyists shall not lobby County staff or County Council on behalf of any client seeking a particular administrative decision of County staff or vote of County Council; and

B. A Nelson Mullins Lobbyist shall not undertake to provide information on behalf of any client to any member of the County's staff or any County elected official in pursuit of a particular administrative decision or vote of County Council.

In each case, however, Nelson Mullins Lobbyists may undertake the representation of a client seeking a particular administrative decision of the County's staff or vote of County Council upon receipt of the written consent of the County. The rules set forth in the Policy shall apply to Nelson Mullins Lobbyists in addition to any applicable State law or rules of professional conduct.

3. In all other respects, the Agreement shall remain in full force and effect.
4. This Third Agreement Extension and Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.



5. This Third Agreement Extension and Amendment and all amendments or additions hereto shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

NELSON MULLINS

RICHLAND COUNTY GOVERNMENT

By:   
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Edward E. Poliakoff  
Print / Type Name

Rodolfo A. Callwood  
Print / Type Name

Partner  
Title

Director/Contracting Officer  
Title

# Richland County Council Request of Action

**Subject**

Transportation Penny Advisory Committee - 7 [5 must be from unincorporated Richland County] [**PAGES 302-303**]

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### Transportation Penny Oversight/Accountability/Watchdog Committee:

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Council approved the following for the Transportation Penny Oversight Committee at its meeting on September 18, 2012:

- 15 Members
- Citizens only (ie, no elected officials)
- Goal of having representation from all 3 transportation modes (Transit, Bicycle / Pedestrian / Greenways, Roadway)
- Appointments to be made by January 31, 2013
- A “State of the Penny Address” would occur annually.
- Members will provide quarterly reports to each respective jurisdiction from which they are appointed.

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### General

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- The Transportation Penny Oversight Committee will review, comment on, and provide recommendations on the Transportation Penny to Richland County Council.
- Appointments would be made no later than January 31, 2013.
- A “State of the Penny Address” would occur annually.

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### Membership

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- The Transportation Penny Oversight Committee will consist of 15 members, appointed by the County / City / Town Councils (Parties) of each Richland County jurisdiction, and will serve at the pleasure of the Party that appointed such member(s).
- Each Party will use its best efforts to ensure that the overall membership of the Transportation Penny Oversight Committee is diverse with respect to ethnicity, culture, and gender, as well as expertise or knowledge in one or more of the three transportation modes (roadways; bike / pedestrian / greenways; CMRTA – bus system).
- The Transportation Penny Oversight Committee shall establish rules and procedures for the conduct of its business, and shall appoint a chairman, vice-chairman, and secretary. The Transportation Penny Oversight Committee shall hold regular meetings at least once a quarter, and shall be entitled to call special meetings as set forth in its procedures. The Transportation Penny Oversight Committee must ensure compliance with the requirements of the Freedom of Information Act.
- Members would have 5-year staggered terms, with no term limits.

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### Duties / Responsibilities

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- Any modifications to the projects list consistent with the generic description of the project(s) shall not require a recommendation of the Transportation Penny Oversight Committee. (ie, minor revisions to a project on the projects list not impacting the overall scope of the project)
- Any modification to the projects list not consistent with the generic description of the project(s) shall require a recommendation of the Transportation Penny Oversight Committee. (ie, the addition of new projects not currently on the projects list; etc.)
- Transportation Penny Oversight Committee members will recommend any reordering of the prioritization (if applicable) of the projects list.
- Transportation Penny Oversight Committee members will review the proposals for the Program Management Firm(s), and will provide feedback to Richland County Council.
- Transportation Penny Oversight Committee members will provide feedback to Richland County Council regarding the race-and gender-neutral Small Local Business Enterprise program.
- Transportation Penny Oversight Committee members will provide quarterly reports to each respective jurisdiction from which they are appointed.

# Richland County Council Request of Action

**Subject**

**REPORT OF THE REGIONAL RECREATION COMPLEX AD HOC COMMITTEE: [PAGES 304-305]**

- a. Manager / Operator of Soccer Portion of Regional Recreation Complex
- b. Oversight Committee

<b>CONSOLIDATED EVALUATION REPORT</b>  <b>Request For Qualifications #: RC- 006-Q -1213 Sports Complex Public/Private Partnership</b>		<b>MAXIMUM POINTS</b>	<b>COLUMBIA UNITED</b>	<b>GLOBAL SPECTRUM</b>	<b>SPORTPLEX USA</b>	<b>SPORTS FACILITIES ADVISOR</b>
<b>TOTAL POINTS</b>	<b>500</b>					
			<b>95</b>	<b>90</b>	<b>40</b>	<b>60</b>
			<b>100</b>	<b>89</b>	<b>94</b>	<b>96</b>
			<b>65</b>	<b>50</b>	<b>78</b>	<b>50</b>
			<b>92</b>	<b>91</b>	<b>47</b>	<b>83</b>
			<b>78</b>	<b>81</b>	<b>83</b>	<b>84</b>
			<b>430</b>	<b>401</b>	<b>342</b>	<b>373</b>

# Richland County Council Request of Action

## **Subject**

a. If the number of applicants for a Richland County board or committee exceeds the number of available positions there will be no interviews of those applicants.

The reason for this motion is that after the Rules & Appointments Committee takes the time to interview applicants and make a recommendation to full council based on that interview, council members who supported someone else not chosen request an individual vote for political reasons rather than needs of the committee they applied for. It becomes a waste of the applicants time to be interviewed and the committee's time if this is the process preferred. [MALINOWSKI]

b. No law firm, law office or lawyer will not do legal work on behalf of the county when they have pending law suits against the county [WASHINGTON]

# Richland County Council Request of Action

**Subject**

Must Pertain to Items Not on the Agenda