



- Personnel Update

### **Report Of The Clerk Of Council**

6.
  - Council Retreat
  - Councilwoman Dickerson's Appointment to NFWL Position
  - Urban League

### **Report Of The Chairman**

7.
  - CMRTA Board - Council Appointments

### **Open/Close Public Hearings**

8. A Budget Amendment to adjust the budgets for Richland County School District 1 and Richland County School District 2 to the amount which will be yielded by an assessment of the millage cap pursuant to Act 388

### **Approval Of Consent Items**

9. A Budget Amendment to adjust the budgets for Richland County School District 1 and Richland County School District 2 to the amount which will be yielded by an assessment of the millage cap pursuant to Act 388 [**THIRD READING**][**PAGES 31-33**]
10. Project South [**SECOND READING**] [**PAGES 35-48**]
11. Regional Sports Complex MCIP [**SECOND READING**] [**PAGES 50-53**]
12. 09-12MA  
Robert Giles  
Jonathan Giles  
RM-HD to NC (0.32 Acres)  
11203-01-02  
Corner of Olympia Ave. and Bluff Rd. [**SECOND READING**] [**PAGE 54**]
13. Section 26-180, Signs; so as to create a new section that would allow off-premise directional kiosks under certain conditions [**SECOND READING**][**PAGES 57-60**]
14. An Ordinance Amending Section 26-105, FP Floodplain Overlay District; Subsection (B), Applicability/Establishment; so as to require delineation of flood lines on plats and to delete reference to areas along the Congaree River [**SECOND READING**] [**PAGES 62-63**]
15. An Ordinance Amending Section 26-181 regarding road signs/traffic control devices; so as to conform to the Federal Highway Administration's *Manual on Uniform Traffic Control Devices 2003 Edition with Revisions 1 and 2 Incorporated* [**SECOND READING**] [**PAGES 65-66**]
16. An Ordinance to Define and Permit "Bus Shelters & Benches" in all Zoning Districts, with special requirements [**SECOND READING**] [**PAGES 68-117**]
17. An Ordinance Amending Section V, Zoning Districts and District Standards; and Article VI,



Supplemental Use Standards; so as to provide for a parks and recreation district [**SECOND READING**] [**PAGES 119-126**]

18. SC Building Code Modification [**PAGES 128-139**]
19. An Ordinance Amending the Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Article I, In General; Section 21-10, Street Name Signs; Subsection (A); so as to conform to the Federal Highway Administration's *Manual on Uniform Traffic Control Devices 2003 Edition with Revisions 1 and 2 Incorporated* [**FIRST READING**] [**PAGES 141-144**]
20. An Ordinance Authorizing a quit-claim deed to Edward H. Pitts, Jr. and EHP Development, LLC for five parcels of land totaling Five Thousand Three Hundred Sixteen (5,316) square feet located along Hastings Alley and Hamrick Street, Richland County, South Carolina, and being portions of TMS # 11203-03-02, 11203-03-16, 11203-03-17, 11203-03-23, and 11203-03-27 [**FIRST READING**][**PAGE 146**]
21. An Ordinance Authorizing a quit-claim deed to Smallwood Village Phase III Homeowner's Association, Inc. for a certain parcel of land totaling .76 Acres located along White Branch Circle, Richland County, South Carolina, known as TMS # 22710-08-30 [**FIRST READING**] [**PAGE 148**]
22. Conservation Easement: Neal [**PAGES 150-164**]
23. Wetlands Mitigation Banking [**PAGES 166-172**]
24. Neighborhood Matching Grant Awards [**PAGES 174-175**]
25. An Ordinance Amending the Fiscal Year 2009-2010 General Fund Annual Budget to appropriate \$90,157 of General Fund Undesignated Fund Balance to the Court Administration Budget, Magistrates Budget and Central Services Budget [**FIRST READING**] [**PAGES 177-178**]
26. An Ordinance Amending the Fiscal Year 2009-2010 Hospitality Tax Fund Annual Budget Amendment to appropriate \$100,000 of Hospitality Tax Fund Designated Fund Balance for the next steps in the design-development phase of the Regional Sports Complex [**FIRST READING**] [**PAGES 180-181**]
27. Blythewood Intergovernmental Agreements [**PAGES 183-207**]
28. Purchase of Menzi Muck Walking Excavator [**PAGES 209-210**]
29. Roll Cart Contract Award [**PAGES 212-213**]
30. Increase in Sidewalk Reimbursement [**PAGES 215-216**]
31. 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 218-219**]

32. An Ordinance Amending the Fiscal Year 2009-2010 Title IV-D Sheriff's Fund Budget to appropriate \$10,000 of additional revenue due to revised revenue projections [**FIRST READING**] [**PAGES 221-222**]
33. An Ordinance Amending the Fiscal Year 2009-2010 General Fund Annual Budget to appropriate \$81,000 of General Fund Undesignated Fund Balance to the Election Commission Budget for the mandated purpose of replacing batteries in electronic voting machines [**FIRST READING**] [**PAGES 224-225**]
34. Lobby Display for Hamilton-Owens Airport [**PAGES 227-234**]
35. Multi Modal Conference Support [**PAGES 236-239**]
36. Phone Tree Messaging Software Purchase [**PAGES 241-242**]

### **Third Reading Items**

37. An Ordinance Amending Section 26-180, Signs; so as to allow legal nonconforming off-premises signs in Commercial, Manufacturing, and Industrial Zoning Districts to be replaced by surface area digital signs [**PAGES 244-246**]
38. FY2009-2010 Millage Ordinance [**PAGES 248-263**]

### **Second Reading Items**

39. Section 26-180, Signs; so as to create a new section that would allow digital display devices under certain conditions [**PAGES 265-268**]

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

40. Deed of Water and Sewer Lines (Bookert Heights, Ridgewood, BRRWWTP) [**FIRST READING**][**PAGES 270-386**]

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

41. To Negotiate the purchase of 1400 Atlas (Boozler Lumber Site) property for the purpose of maintaining a local Farmers' Market [**PAGE 288**]

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

#### **1. Notification Of Vacancies**

42. Board of Zoning Appeals-1
43. Employee Grievance Committee-1
44. Planning Commission-2

#### **2. Notification Of Appointments**

45. Building Codes Board-3 (Isabel Berry\*, Michael Lowman\*, Greg Mackie\*) [**PAGES 293-**

**298]**

46. Central Midlands RTA-2 (L. Edward Judice, William J. Leidinger, Robert G. Liming)  
**[PAGES 300-317]**

47. Employee Grievance Committee-2 (Sonia Fells) **[PAGES 319-320]**

48. Internal Audit Committee-2 (No applicants at this time)

**3. Rule Changes**

49. Motion for presentations to be held on the third Tuesdays of the month.

**4. Discussion From Rules And Appointments Committee**

50. Draft of countywide letterhead to be used by all county departments.

51. Any Executive Session item involving an attorney hired outside the normal scope of a regular contract by Richland County will be taken up first so that attorney is not waiting for other matters and receiving unnecessary compensation

**Other Items**

52. Billboard Panel Recommendations

53. Lobbyist Contract Award

54. Report of the Airport Commission

1. MOU with USC **[PAGE 326]**

55. Township Naming Rights **[PAGES 328-329]**

56. Township Renovations **[PAGES 331-344]**

57. Report of the Joint County/City Transportation Ad Hoc Committee

1. National Multi Modal Conference Support **[PAGE 346]**

2. Budget Amendment: Revision of Transportation Study **[PAGE 347]**

3. Transportation Sales Tax Recommendations

- a. Project(s)
- b. Amount
- c. Timeline

**Citizen's Input**

58. Must Pertain to Items Not on the Agenda

## Executive Session

### Motion Period

59.
  - Sewer Extension Work Session
  - Smoking Ban Work Session
  - Economic Development Strategic Plan Work Session
  - Comprehensive Plan Work Session
  - Council directs staff to investigate and report the findings on what it would take for qualified fire engine drivers to be able to drive an EMS ambulance in an emergency situation. (Note: This motion is not in any way addressing providing EMS services in the back of the vehicle, it is narrowly focused on driving the vehicle.)  
**[WASHINGTON & MANNING]**

### Adjournment



# Richland County Council Request of Action

**Subject**

For Items on the Agenda Not Requiring a Public Hearing

# Richland County Council Request of Action

**Subject**

Regular Session: September 15, 2009 [PAGES 9-17]

# MINUTES OF



## RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, SEPTEMBER 1, 2009 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.*

---

---

### MEMBERS PRESENT:

|            |                         |
|------------|-------------------------|
| Chair      | Paul Livingston         |
| Vice Chair | Damon Jeter             |
| Member     | Gwendolyn Davis Kennedy |
| Member     | Joyce Dickerson         |
| Member     | Valerie Hutchinson      |
| Member     | Norman Jackson          |
| Member     | Bill Malinowski         |
| Member     | Jim Manning             |
| Member     | L. Gregory Pearce, Jr.  |
| Member     | Kit Smith               |
| Member     | Kelvin Washington       |

**OTHERS PRESENT** – Michelle Cannon-Finch, Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Stephany Snowden, Tamara King, Larry Smith, Daniel Driggers, Srinivas Valavala, Gary Watts, Rodolfo Callwood, Geo Price, Monique Walters, Michelle Onley

### CALL TO ORDER

The meeting was called to order at approximately 6:07 p.m.

### INVOCATION

The Invocation was given by the Honorable L. Gregory Pearce, Jr.

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable L. Gregory Pearce, Jr.

## PRESENTATION OF RESOLUTION

**Resolution Honoring L. Gregory Pearce, Jr. for his service to the SC Association of Counties** – Mr. Manning presented a resolution to Mr. Pearce in recognition of his service to the SC Association of Counties.

**POINT OF PERSONAL PRIVILEGE** – Ms. Dickerson recognized the Cub Scout in the audience.

## PRESENTATIONS

**The Therapy Place, Dawn Darby, Director** – Ms. Darby gave a brief presentation regarding the services provided by The Therapy Place and expressed appreciation for the funding provided by the County. Mr. Davis, whose child utilizes the services of The Therapy Place, also expressed his gratitude to the County.

**Joint Land Use Study** – Ms. Liz Drake gave a brief overview of the Joint Land Use Study.

## CITIZENS' INPUT

No one signed up to speak.

## APPROVAL OF MINUTES

**Regular Session: September 1, 2009** – Ms. Kennedy moved, seconded by Ms. Dickerson, to approve the minutes as distributed. The vote in favor was unanimous.

## ADOPTION OF AGENDA

Mr. Pope requested that Whitaker Container be added under the Report of the County Administrator and that an inmate commissary contract be added as an item for action. Mr. Pope further stated that Ashford vs. Richland County needed to be deleted from the Report of the County Attorney.

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

## REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

The following items were potential Executive Session items:

- a. **Richland County vs. Crossings Development**
- b. **HBA vs. Richland County**
- c. **Benedict College Update**
- d. **Township Property Purchase Update**



- e. **Personnel Matter**
- f. **Whitaker Container**

## **REPORT OF THE COUNTY ADMINISTRATOR**

**Coroner's Report** – Mr. Watts reported on the autopsy determination process and the number of autopsies conducted by the County. Mr. Watts also requested assistance with the Carolina Care autopsy situation.

**Detention Center Holding Report** – Mr. Ronaldo Myers, Director of the Alvin S. Glenn Detention Center, reported to Council on the release process at the Detention Center.

**Sewer Extension Policy** – Mr. Hammett requested that a work session be scheduled regarding this matter.

**BRWWTP Update** – Mr. Hammett updated Council on the Broad River Waste Water Treatment Plant project.

**Farmers' Market Update** – Mr. Pope stated that no additional proposals have been received by staff.

**Transportation/CMRTA Update** – Ms. Ancheta stated that the Joint County/City Transportation Ad Hoc Committee met on September 10<sup>th</sup> and long term funding option of the Transportation Sales Tax, up penny is being pursued. The next meeting has tentatively been scheduled for October 1<sup>st</sup>.

**Tax Study Committee** – Mr. Pope stated that he will provide information to Council as it becomes available. a system assessment until they make their decision.

**Carolina Clear Presentation** – Mr. Valavala and Ms. Mary Nevins made a brief presentation regarding the stormwater project.

**Recycling Pilot Program Update** – Mr. McDonald stated that the County will be enhancing its curbside recycling pilot program. Approximately 2,000 homes in the pilot area will utilize the 95-gallon rollcart for the additional recyclable materials. There is the potential for the program to be expanded Countywide if successful. Mr. McDonald further stated that the Richland County C&D Landfill will now be accepting yard waste from resident for composting. The compost will be used for County projects.

**Voter Registration/Election Commission Sub Committee Report** – Ms. Snowden reported to Council that at the September 9<sup>th</sup> meeting of the Subcommittee on Voter Registration and Election Commission staff was instructed to further research two structures. One based on the Charleston model in which a single director reports to the Board of Elections and Voter Registration and the other in which the Legislative Delegation appoints an Executive Director in which the Director of the Election Commission and the Director/Chair of Voter Registration would report to this person.

**McEntire Air Show** – Ms. Snowden stated that the South Carolina Air National Guard will be hosting an air and ground show at McEntire Air Force Base on October 10<sup>th</sup> and 11<sup>th</sup>. The free event is the first of its kind in ten years.

#### **REPORT OF THE CLERK OF COUNCIL**

**Flu Shots** – Ms. Finch stated that flu shots would be available for County employees and their dependents at the Administration Building on October 20<sup>th</sup> from 9 a.m.-12 p.m. in the 4<sup>th</sup> Floor Conference Room.

**Fall Meeting of Coalition** – Ms. Finch stated that the fall meeting of the Coalition will be held October 16<sup>th</sup> at the Embassy Suites.

**Employee Handbook Disclaimer** – Ms. Finch stated that HR has requested that Council sign and return the disclaimers that were handed out with the employee handbook.

**SC Minority Enterprise Development Week** – Ms. Finch stated that Council received an invitation to attend the SC Minority Development Week event being held on September 29<sup>th</sup> at 12 p.m. The County has been provided four seats. Council members wishing to attend this event should contact the Clerk's Office.

**Mayor's Corporate Citizen Luncheon** – Ms. Finch stated that the Mayor's Corporate Citizen Luncheon will be held October 6<sup>th</sup> at 12 p.m. and the Holy Trinity Greek Orthodox Church.

**Renaissance Foundation** – Ms. Finch stated that Council received invitations from the Renaissance Foundation to attend Sweet Honey in the Rock on September 26<sup>th</sup> at 8 p.m. at the Koger Center.

**2009 Global Vision Award Gala** – Ms. Finch stated that the 2009 Global Vision Award Gala will be held October 27<sup>th</sup> at the Columbia Marriott, 6:30 p.m.—Reception, 8:00 p.m.—Dinner.

#### **REPORT OF THE CHAIRMAN**

**Columbia Renaissance Redevelopment Plan Update** – Mr. Livingston stated that a letter expressing his concerns had been forward to the City of Columbia on his behalf and he is awaiting a response from them.

### APPROVAL OF CONSENT ITEM

- **A Budget Amendment to adjust the budgets for Richland County School District 1 and Richland County School District 2 to the amount which will be yielded by an assessment of the millage cap pursuant to Act 388 [SECOND READING]**

Ms. Smith moved, seconded by Ms. Dickerson, to approve the consent item. The vote in favor was unanimous

### REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

**Request to approve the establishment of a list of qualified engineering and surveying firms with whom Richland County may negotiate and award contracts on an “as-needed” basis** – Ms. Smith moved, seconded by Ms. Hutchinson, to give the Administrator the authority to establish a qualified list with the understanding that more names may be added at any time. A discussion took place.

The vote in favor was unanimous.

**A Resolution authorizing Richland County’s consent to an amended agreement re-creating a Regional Transit Authority within the geographic area of Richland County and the municipalities therein to be known as the Central Midlands Regional Transit Authority** – Ms. Smith moved, seconded by Ms. Dickerson, to approval with the amendment of the date from July 1, 2010 to June 30, 2010.

| <b><u>For</u></b> | <b><u>Against</u></b> |
|-------------------|-----------------------|
| Pearce            | Malinowski            |
| Jackson           | Manning               |
| Hutchinson        | Kennedy               |
| Jeter             |                       |
| Livingston        |                       |
| Dickerson         |                       |
| Washington        |                       |
| Smith             |                       |

The vote was in favor.

### REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

**Project South** – Mr. Pearce stated that the committee recommended First Reading by title only to an ordinance authorizing the execution and delivery of special revenue credit agreement and to approve the corresponding SSRC documents. The vote in favor was unanimous.

**Recreation Property MCIP** – Mr. Pearce stated that the committee recommended First Reading to an ordinance authorizing an amendment to the master agreement governing the I-77 Corridor Regional Industrial Park between Richland and Fairfield Counties. A discussion took place.

The vote in favor was unanimous.

**Village at Sandhill Improvement District Roll** – Mr. Pearce stated the committee recommended approval of this item. The vote in favor was unanimous.

### REPORT OF RULES AND APPOINTMENTS COMMITTEE

#### I. RULE CHANGES

- a. **Motion for Presentations on 3<sup>rd</sup> Tuesdays of the Month** – This item was retained in committee.

#### II. DISCUSSION FROM RULES AND APPOINTMENTS COMMITTEE

- a. **Draft for Uniform Countywide Letterhead for all County Departments** – This item was retained in committee.

### OTHER ITEMS

**Council Motion (Jackson, Malinowski, & Kennedy): To remove from the D&S Committee and present to full Council the funding of Alternate Paving with \$2 million from the Road Maintenance Fee and \$1 million from the CTC bond to fund paving roads in three years max (starting in 2009)** – Mr. McDonald presented options for Council consideration regarding this item.

Ms. Smith moved, seconded Mr. Jeter, to authorize the staff to enter into a contract on the roads outlined in option #3. A discussion took place.

Mr. Malinowski made a substitute motion, seconded by Mr. Jackson, to defer this matter until an analysis of how many residents wish to have their roads paved has been conducted and the number of miles calculated. A discussion took place.

|                   |                       |
|-------------------|-----------------------|
| <b><u>For</u></b> | <b><u>Against</u></b> |
| Malinowski        | Pearce                |
| Jackson           | Hutchinson            |
| Jeter             | Livingston            |
| Washington        | Dickerson             |
|                   | Manning               |
|                   | Kennedy               |
|                   | Smith                 |

The substitute motion failed.

Ms. Smith withdrew her motion.

Ms. Smith moved, seconded by Ms. Hutchinson, to proceed with Option #3, ask the staff to analyze the impact of dispersing the contracts over the County before the contract is finalized.

Mr. Jeter made a substitute motion, Mr. Washington, to deny all three requests and to direct council members to bring back suitable options before December 1<sup>st</sup>. A discussion took place.

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

The vote was in favor of the substitute motion.

**FY09-10 Annual Action Plan for Community Development** – Mr. Pearce moved, seconded by Mr. Manning, to approve this item. A discussion took place.

The vote in favor was unanimous.

**A Resolution to appoint and commission Curtis Edward Hopkins as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County** – Mr. Washington moved, seconded by Mr. Jeter, to approve this item. The vote in favor was unanimous.

**Lobbyist Contract Award** – Mr. Jeter moved, seconded by Ms. Hutchinson, to defer this item until the October 6<sup>th</sup> meeting. The vote in favor was unanimous.

**Alvin S. Glenn Detention Center Commissary Contract Approval** – Ms. Smith moved, seconded by Mr. Jeter, to approve this item. A discussion took place.

The vote in favor was unanimous.

#### CITIZENS' INPUT

Mr. Hardy King spoke regarding Sease Road.

## EXECUTIVE SESSION ITEMS

=====  
**Council went into Executive Session at approximately 10:05 p.m. and came out at approximately 11:49.m.**  
=====

- a. **Richland County vs. Crossings Development** – No action was taken.
- b. **HBA vs. Richland County** – No action was taken.
- c. **Benedict College Update** – Mr. Jackson moved, seconded by seconded by Ms. Dickerson, to direct the Administrator to proceed as directed in Executive Session. The vote in favor was unanimous.
- d. **Township Property Purchase Update** – Ms. Dickerson moved, seconded by Mr. Malinowski, to direct the Administrator to proceed as directed in Executive Session. The vote in favor was unanimous.
- e. **Whitaker Container** – No action was taken.

## MOTION PERIOD

**To negotiate the purchase of the 1400 Atlas (Boozer Lumber site) property for the purpose of maintaining a local Farmers' Market [WASHINGTON]** – This item was referred to the A&F Committee.

**To request the Administrator to provide by September 22<sup>nd</sup> the projected obligations, projected collections and projected fund balance from Hospitality Tax [WASHINGTON]** – This item was referred to the A&F Committee.

**Richland County to investigate the adoption of an Ordinance which results in the enforcement of expired Commercial Vehicle tags, animals and overgrown business properties etc. that parallels that which applies to residential properties in neighborhoods like Woodfield Park [MANNING]** – This item was referred to the D&S Committee.

**Since Richland County already has several acres of land at the sight where a farmers market was to be built in conjunction with the State, I would like staff to look into the feasibility of Richland County utilizing this land for the same purpose in the future. This will be a tremendous cost savings in the event Richland County decides to build such a market [MALINOWSKI]** – This item was referred to the D&S Committee.

**Any Executive Session item involving an attorney hired outside the normal scope of a regular contract by Richland County will be taken up first so that attorney is**

**not waiting for other matters and receiving unnecessary compensation**  
**[MALINOWSKI]** – This item was referred to the Rules & Appointments Committee.

**ADJOURNMENT**

The meeting adjourned at approximately 11:55 p.m.

\_\_\_\_\_  
Paul Livingston, Chair

\_\_\_\_\_  
Damon Jeter, Vice-Chair

\_\_\_\_\_  
Gwendolyn Davis Kennedy

\_\_\_\_\_  
Joyce Dickerson

\_\_\_\_\_  
Valerie Hutchinson

\_\_\_\_\_  
Norman Jackson

\_\_\_\_\_  
Bill Malinowski

\_\_\_\_\_  
Jim Manning

\_\_\_\_\_  
L. Gregory Pearce, Jr.

\_\_\_\_\_  
Kit Smith

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

The minutes were transcribed by Michelle M. Onley

# Richland County Council Request of Action

**Subject**

Zoning Public Hearing: September 22, 2009 [PAGES 19-24]



# MINUTES OF



## RICHLAND COUNTY COUNCIL ZONING PUBLIC HEARING TUESDAY, SEPTEMBER 22, 2009 7:00 p.m.

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

---

---

### **MEMBERS PRESENT:**

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

**OTHERS PRESENT:** Joseph Kocy, Amelia Linder, Suzie Haynes, Brian Cook, Geo Price, Michielle Cannon-Finch, Milton Pope, Sparty Hammett, Jennifer Dowden, Stephany Snowden, Brenda Carter, Betty Etheredge, Julie Wilkie Monique Walters

### **CALL TO ORDER**

The meeting was called to order at approximately 7:03 p.m.

## ADDITIONS/DELETIONS TO AGENDA

Ms. Linder requested to re-order the agenda to take up the less controversial items first.

### MAP AMENDMENTS

**09-12MA, Robert Giles, Jonathan Giles, RM-HD to NC (0.32 Acres), 11203-01-02, Corner of Olympia Ave. and Bluff Rd.**

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Dickerson moved, seconded by Mr. Washington, to give First Reading approval to this item. The vote in favor was unanimous.

### TEXT AMENDMENTS

**Section 26-180, Signs; so as to create a new section that would allow off-premise directional kiosks under certain conditions** – Mr. Jeter moved, seconded by Ms. Dickerson, to suspend Council's rules to allow public input. The vote in favor was unanimous.

Mr. Livingston opened the floor to the public hearing.

Mr. Earl McLeod spoke in favor of this item.

The floor to the public hearing was closed.

Ms. Hutchinson moved, seconded by Mr. Malinowski, to table this item. The motion to table failed.

Ms. Smith moved, seconded by Mr. Manning, to give First Reading approval to this item. The vote was in favor.

**An Ordinance Amending Section 26-105, FP Floodplain Overlay District; Subsection (B), Applicability/Establishment; so as to require delineation of flood lines on plats and to delete reference to areas along the Congaree River**

Mr. Livingston opened the floor to the public hearing.

Mr. Bill Brown and Mr. Earl McLeod spoke against this item.

The floor to the public hearing was closed.

Ms. Smith moved, seconded by Mr. Jeter, to give Second Reading approval and obtain additional information prior to Third Reading. A discussion took place.

Ms. Smith amended the motion to state that this item would be placed on the October 20<sup>th</sup> Council agenda.

Ms. Dickerson made a substitute motion, seconded by Mr. Jackson, to place this item on the November 3<sup>rd</sup> Council agenda. A discussion took place.

The vote on the substitute motion was unanimous.

**An Ordinance Amending the Imagine Richland 2020 Comp Plan by incorporating the study prepared by the Center for Social Inclusion entitled “Growing Together: Thriving People for a Thriving Columbia” into the Plan**

Mr. Washington moved, seconded by Mr. Jackson, to send back to the Planning Commission to incorporate it into the Land Use Plan.

Ms. Smith made a substitute motion, seconded Ms. Hutchinson, to take this item up with the Comprehensive Plan. The vote was in favor.

**An Ordinance Amending Section 26-88, RS-LD Residential, Single-Family—Low Density District; and Section 26-89, RS-MD Residential, Single-Family—Medium Density District; and Section 26-90, RS-HD Residential, Single-Family—High Density District; so as to increase side setback requirements to five (5) feet for any one side**

Mr. Livingston opened the floor to the public hearing.

Mr. Earl McLeod spoke against this item.

The floor to the public hearing was closed.

Mr. Manning moved, seconded by Mr. Washington, to defer this item until the October Zoning Public Hearing and not hold an additional public hearing. The vote was in favor.

**An Ordinance Amending Section 26-181 regarding road signs/traffic control devices; so as to conform to the Federal Highway Administration’s *Manual on Uniform Traffic Control Devices 2003 Edition with Revisions 1 and 2 Incorporated***

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

The vote in favor was unanimous.

**An Ordinance to Define and Permit “Bus Shelters & Benches” in all Zoning Districts, with special requirements**

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

The vote in favor was unanimous.

**An Ordinance Amending Section V, Zoning Districts and District Standards; and Article VI, Supplemental Use Standards; so as to provide for a parks and recreation district**

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Washington moved, seconded by Ms. Dickerson, to give First Reading approval to this item. The vote in favor was unanimous.

**Forwarded by County Council: An Ordinance Amending Section 26-180, Signs; so as to allow legal nonconforming off-premises signs in Commercial, Manufacturing, and Industrial Zoning Districts to be replaced by surface area digital signs OR An Ordinance Amending Section 26-180, Signs; so as to allow legal nonconforming off-premises signs in General Commercial, Light Industrial, and Heavy Industrial Zoning Districts to be replaced by surface area digital signs**

Mr. Livingston opened the floor to the public hearing.

Ms. Tracy Johnson, Mr. Lanier Jones, Mr. Ike McLeese, Ms. Mary Lou Stenson, Ms. Wanda Addy, Mr. Mike Jennova, Mr. David Campbell, Mr. Scott Shockley, Mr. Furman

Wingate, Mr. Hal Stevenson, Mr. James Barker, and Mr. Jeffrey Sewell spoke in favor of this item.

Ms. Margaret Dubard, Mr. Benjamin Dubard, Mr. Travis Bianche, Mr. John Lindsay, Ms. Jackie Pruitt, Mr. Tom Summers, Ms. Juliette Greenlee, Ms. Becky Bailey, Ms. Ryan Nevius, Ms. Carol Kososki, Mr. Van Kornegay, Ms. Angela Geiger, Ms. Terri Evans, Mr. Bill Todd, Mr. Basil Garzia, Mr. Russell Dandenburg, Mr. Henry Hopkins, Ms. Valerie Moore and Ms. Pam Craig spoke against this item.

The floor to the public hearing was closed.

Mr. Jeter moved, seconded by Ms. Dickerson, to bring together a citizen's committee to meet in the next two weeks and report back to Council at the October 6<sup>th</sup> Council meeting and to give this item Second Reading without an amendment. A discussion took place.

Mr. Pearce made a substitute motion, seconded by Mr. Malinowski, to divide the question into two questions: (1) appointment of committee and (2) give Second Reading approval to one of the two ordinances.

|                   |                       |
|-------------------|-----------------------|
| <b><u>For</u></b> | <b><u>Against</u></b> |
| Pearce            | Jackson               |
| Malinowski        | Jeter                 |
| Hutchinson        | Livingston            |
| Smith             | Dickerson             |
|                   | Manning               |
|                   | Kennedy               |
|                   | Washington            |

The substitute motion failed.

The vote on the main motion was unanimous.

***[Council recessed at 8:55 p.m. and reconvened at 9:09 p.m.]***

**Section 26-180, Signs; so as to create a new section that would allow digital display devices under certain conditions**

Mr. Livingston opened the floor to the public hearing.

Ms. Ryan Nevius spoke against this item.

Mr. Marion Duncan spoke in favor of this item.

The floor to the public hearing was closed.

Ms. Smith moved, seconded by Mr. Malinowski, to deny permitting digital signs, grandmother in existing signs for 10 years, the message cannot change more than every 10 seconds and the illuminations should be no greater than 7,500 nits. A discussion took place.

Mr. Washington moved, seconded by Mr. Pearce, to go into Executive Session. The vote was in favor.

Council went into Executive Session at 9:34 p.m. and came out at 10:05 p.m.

Ms. Smith moved, seconded by Ms. Hutchinson, to give First Reading approval to the Planning Commission version with an amendment that it will sunset January 2010.

Ms. Kennedy made a friendly amendment motion, seconded by Mr. Malinowski, to request a legal opinion on whether churches, medical facilities, law enforcement and schools can be exempted.

Ms. Smith accepted Ms. Kennedy's amendment if the information can be obtained prior to Second Reading.

Ms. Dickerson requested that the historical part also be included.

Ms. Kennedy accepted the request.

The vote in favor was unanimous.

### **ADJOURNMENT**

The meeting adjourned at approximately 10:07 p.m.

Submitted respectfully by,

Paul Livingston  
Chair

The minutes were transcribed by Michelle M. Onley

# Richland County Council Request of Action

**Subject**

- Lower Richland Sewer Extension Update
- Columbia Venture vs. Richland County

# Richland County Council Request of Action

## **Subject**

- New Employees Introduction
- Benedict College Update
- Township Property Purchase
- Whitaker Container Update
- Columbia Renaissance Redevelopment Update
- Presentation of FY10 Budget Books
- Convention Authority Request
- Bond Rating Information
- Township Naming Rights/Renovations
- Carolina Clear Resolution
- Personnel Update



# Richland County Council Request of Action

## **Subject**

- Council Retreat
- Councilwoman Dickerson's Appointment to NFWL Position
- Urban League

# Richland County Council Request of Action

**Subject**

- CMRTA Board - Council Appointments

# Richland County Council Request of Action

**Subject**

A Budget Amendment to adjust the budgets for Richland County School District 1 and Richland County School District 2 to the amount which will be yielded by an assessment of the millage cap pursuant to Act 388

# Richland County Council Request of Action

## **Subject**

A Budget Amendment to adjust the budgets for Richland County School District 1 and Richland County School District 2 to the amount which will be yielded by an assessment of the millage cap pursuant to Act 388 **[THIRD READING]**  
**[PAGES 31-33]**

## **Notes**

First Reading: September 1, 2009  
Second Reading: September 15, 2009  
Public Hearing:  
Third Reading:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_ -10HR

A BUDGET AMENDMENT TO ADJUST THE BUDGETS FOR RICHLAND COUNTY SCHOOL DISTRICT 1 AND RICHLAND COUNTY SCHOOL DISTRICT 2 TO THE AMOUNT WHICH WILL BE YIELDED BY AN ASSESSMENT OF THE MILLAGE CAP PURSUANT TO ACT 388.

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

SECTION I.

That the amount of \$181,038,955 be appropriated to the Fiscal Year 2009-2010 budget for School District One and \$116,998,456 be appropriated to the Fiscal Year 2009-2010 budget for School District Two.

Therefore, the budget is hereby amended as follows:

**SCHOOL DISTRICT ONE**

REVENUE

|   |                  |
|---|------------------|
| Revenue appropriated July 1, 2009 as amended: | \$ 179,424,022   |
| Appropriation of Revenue                      | <u>1,614,933</u> |
| Total School District One Revenue as Amended: | \$ 181,038,955   |

EXPENDITURES

|  |                  |
|--|------------------|
| Expenditures appropriated July 1, 2009 as amended: | \$ 179,424,022   |
| Increase to School District One Budget:            | <u>1,614,933</u> |
| Total School District One Expenditures as Amended: | \$ 181,038,955   |

**SCHOOL DISTRICT TWO**

REVENUE

|   |                  |
|---|------------------|
| Revenue appropriated July 1, 2009 as amended: | \$ 115,741,892   |
| Appropriation of Revenue                      | <u>1,256,564</u> |
| Total School District Two Revenue as Amended: | \$ 116,998,456   |

Item# 9

Attachment number 1  
Page 1 of 3

EXPENDITURES

|  |                  |
|--|------------------|
| Expenditures appropriated July 1, 2009 as amended: | \$ 115,741,892   |
| Increase to School District Two Budget:            | <u>1,256,564</u> |
| Total School District Two Expenditures as Amended: | \$ 116,998,456   |

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 \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

ATTEST THIS THE \_\_\_\_ DAY  
OF \_\_\_\_\_, 2009

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

**Subject**

Project South **[SECOND READING]** **[PAGES 35-48]**

**Notes**

First Reading: September 15, 2009

Second Reading:

Public Hearing:

Third Reading:



**AN ORDINANCE**

**AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND AMONG RICHLAND COUNTY, SOUTH CAROLINA, AND SOUTH PILLS, LLC, AND SOUTH UNIVERSITY OF CAROLINA, INC., THEIR AFFILIATES AND ASSIGNS, TO PROVIDE FOR A SPECIAL SOURCE REVENUE CREDIT; TO PROVIDE FOR THE INCLUSION OF THE PROJECT IN A MULTI-COUNTY BUSINESS OR INDUSTRIAL PARK; AND OTHER MATTERS THERETO RELATED.**

INFRASTRUCTURE CREDIT AGREEMENT

among

RICHLAND COUNTY, SOUTH CAROLINA

and

SOUTH PILLS, LLC

and

SOUTH UNIVERSITY OF CAROLINA, INC.

[], 2009

---

---

## INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of \_\_\_\_\_, 2009 (as the same may be amended, modified or supplemented in accordance with the terms hereof, the “Agreement”), among RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), SOUTH PILLS, LLC, a South Carolina limited liability company (“South Pills”) and SOUTH UNIVERSITY OF CAROLINA, INC., a South Carolina corporation (“South University”) (collectively, South Pills and South University, “Company,” except in certain contexts, as used in the Agreement, in which “Company” means South Pills and South University individually).

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”) is authorized by Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended (“Act”), to provide special source revenue credits for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the project and for improved and unimproved real estate used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (“SSRC” or “Credit”); and

WHEREAS, South University proposes to lease a facility to be acquired, constructed or developed by South Pills on the campus of the South Carolina Research Authority for the purpose of establishing and operating a pharmacy school (“Facility”); and

WHEREAS, South Pills’ proposed investment will consist of investment in land and improvements to the land; and

WHEREAS, South University’s proposed investment will consist of investment in certain personal property consisting of, among other things, furniture, fixtures and equipment (“Personal Property”) (collectively, the investments by South Pills and South University are referred to as the “Project”); and

WHEREAS, the County and Fairfield County established a joint industrial and business park (“Park”) by entering into a Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated April 15, 2003, pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution (“Park Agreement”); and

WHEREAS, the Project will be located on land included in the Park, more specifically at a location being identified as Tax Map No. \_\_\_\_\_ (“Real Property”); and

WHEREAS, pursuant to the provisions of the Park Agreement, real and personal property having a *situs* in the Park is exempt from all *ad valorem* taxation, however, the owners or lessees of the real and personal property are obligated to make or cause to be made payments in lieu of taxes in the total amount equivalent to the *ad valorem* property taxes that would have been due and payable but for the location of the Project within the Park and the monies received from the payments in lieu of taxes are distributed pursuant to the Park Agreement to Fairfield County and to Richland County (each, a “Richland Fee Payment”); and

WHEREAS, the County has agreed to provide special source revenue credits against the Richland Fee Payments attributable to the Company's investment in real and personal property and the credit will equal 20% of each Richland Fee Payment for a period of 1 year, renewable annually as provided herein for up to a total of 5 years, beginning with property tax year \_\_\_\_, subject to the terms and conditions below; and

WHEREAS, the County Council has authorized the execution and delivery of this Agreement, and the inclusion of the Project within the Park, by Ordinance No. \_\_\_\_\_ enacted by the County Council on [], 2009 ("Ordinance"); and

WHEREAS, the Fairfield County Council has authorized the inclusion of the Project within the Park, by Resolution adopted by the Fairfield County Council on [], 2009.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

## ARTICLE I

### ADDITIONAL DEFINITIONS

The defined terms in this Agreement shall for all purposes of this Agreement have the meanings specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"*Cost*" or "*Cost of the Infrastructure*" means the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefore, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

"*Infrastructure*" means the Company's infrastructure (whether located at or away from the Facility, but only so long as the Infrastructure is located on the Real Property), the Facility and all improvements thereon including the Real Property and Personal Property, all as defined and permitted under the Act.

"*Person*" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

## ARTICLE II

### REPRESENTATIONS

SECTION 2.01. Representations by the County. The County makes the following representations:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into, and carry out its obligations under, this Agreement;
- (c) The County has approved this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law; and
- (d) The County enters into this Agreement for the purpose of promoting the economic development of the County.

SECTION 2.02. Representations by the Company. The Company makes the following representations:

- (a) South Pills is a limited liability company duly organized, validly existing, and in good standing, under the laws of the State of South Carolina, has power to enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) South University is a corporation duly organized, validly existing, and in good standing, under the laws of the State of South Carolina, has power to enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it; and
- (c) The Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing them to invest in the Facility and Project in the County.

## ARTICLE III

### SPECIAL SOURCE REVENUE CREDITS

SECTION 3.01. Payment of Costs of Infrastructure. The Company agrees to pay, or cause to be paid, all costs of the Infrastructure, as and when due.

SECTION 3.02. Certification of Infrastructure. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Credits received by the Company. Prior to the first year's Credit to be credited against the Richland Fee Payment, the Company shall certify the cumulative total amount of Infrastructure as of December 31 of the year to which the fee in lieu of tax payment relates. For example, should the Company apply a Credit against the 2010 Richland Fee Payment (which would be due and payable no later than January 15, 2011, the Company would certify the

cumulative total amount of Infrastructure as of December 31, 2010. The certificate shall be in substantially the form of the certificate attached to this Agreement as Exhibit A. The Company must re-certify the cumulative amount of Infrastructure in any year in which the Company seeks aCredit.

SECTION 3.03. Special Source Revenue Credits.

(a) Commencing in the year of the Company's initial Richland Fee Payment, the County shall provide a credit equal to 20% of the Richland Fee Payment for such term as provided in Section 3.04. [The Credits shall be applied against the amount due from the Company to the County by deducting the amount from the property or fee in lieu of tax bill to the Company.] [to be discussed]

(b) If subsection 3.03(a) is found to be invalid by a court of competent jurisdiction, the County agrees to provide the Company with a credit in an amount and for a term that is valid pursuant to such court ruling, but in no event may the value of the valid benefit exceed the value of the invalid benefit offered to the Company under this Agreement.

(c) THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PAYABLE BY THE COUNTY SOLELY FROM THE RICHLAND FEE PAYMENTS DERIVED BY THE COUNTY FROM THE COMPANY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF NEITHER THE COUNTY NOR ANY MUNICIPALITY ARE PLEDGED FOR THE SPECIAL SOURCE REVENUE CREDITS.

(d) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Richland Fee Payments received from the Company. The County shall not be required to provide the Credits except with respect to the Richland Fee Payments received from the Company.

SECTION 3.04. Minimum Investment and New Job Requirements.

(a) The Company anticipates an investment of at least \$5,200,000 in the first 2 years of the Project (in all cases to be calculated without regard to depreciation, "Investment Commitment"). South University anticipates the creation of at least 18 new, full-time jobs in the first 2 years of the Project ("Job Commitment").

(b) The County agrees that in the first property tax year following the year in which the Company has achieved its Investment Commitment and Job Commitment, the Company is entitled to claim a Credit against the Richland Fee Payment. If, during the next property tax year, the Company has maintained its Investment Commitment and Job Commitment, then the Company is entitled to the Credit for the corresponding property tax year. The County shall be entitled to claim a Credit in each succeeding

year for a total of five years (“Credit Period”) so long as it maintains its Investment Commitment and Job Commitment, each of which shall be certified as provided below. Thus, for example, if in 2010 the above referenced investment and job requirements are achieved, the Company would become entitled to Credit against the Richland Fee Payment for property tax year 2011.

(c) The parties agree that the Investment Commitment to be achieved by the Company under this Section shall be calculated to include taxable personal property that is leased and used by the Company in connection with the Project and located at the Facility. The parties further agree that the minimum number of jobs to be created by the Company under this Section shall include direct employees of the Company, contract and leased employees, employees of companies with which the Company contracts to perform certain duties or activities, so long as the jobs are located at the Facility.

(d) The Company shall to certify to the County Auditor, with a copy to the County Administrator, on or before June 1 of each year, commencing with the year identified in subsection (b) that the Company has met and maintained its Investment Commitment and Job Commitment. Using the example in subsection (b) above, the Company would be required to certify to the County Auditor on or before June 1, 2011 that the Company had met and maintained in 2010, the Investment Commitment and the Job Commitment. After the initial certification, the Company shall certify to the County Auditor in each year in which the Company intends to claim a Credit. If the Company fails to certify Investment Commitment and Job Commitment on or before June 1 of the applicable year, then the County is not required to grant the Credit for the applicable property tax year. If the Company fails to maintain the Investment Commitment and Job Commitment, the Credit Period shall immediately terminate.

## ARTICLE IV

### TITLE TO INFRASTRUCTURE

#### SECTION 4.01. Transfers of Project; Use as Pharmacy School.

(a) So long as neither any Event of Default has occurred and is continuing nor has the Facility ceased to be used as a pharmacy school, the County acknowledges and agrees that South Pills and South University each may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant its respective interest in the Project to another entity and that the sale, transfer, lease, conveyance or grant does not relieve the County of the County’s obligation to provide Special Source Revenue Credits to South Pills and South University.

(b) If, during the term of this Agreement, the Company ceases, at any time, for any length of time, and for any reason, to use of the Facility for a pharmacy school, then this Agreement and the County’s grant of the Credits to the Company terminate automatically.

## ARTICLE V

### DEFAULTS AND REMEDIES

#### SECTION 5.01. Events of Default. If any party shall fail duly and punctually to perform any

material covenant, condition, agreement or provision contained in this Agreement on the part of such party to be performed, which, except as otherwise provided in this Agreement, failure shall continue for a period of thirty (30) days after written notice by the other party specifying the failure and requesting that it be remedied is given to the defaulting party by first-class mail, then such party shall be in default under this Agreement (an “Event of Default”).

SECTION 5.02. Legal Proceedings by Company and County. Upon the happening of any Event of Default by a party, then and in every such case the other party in its discretion may:

- (1) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;
- (2) bring suit upon this Agreement;
- (3) exercise any or all rights and remedies in effect in the State of South Carolina, or other applicable law, as well as all other rights and remedies possessed by the Company; or
- (4) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved either to the Company or County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the Company or County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to the Company or County may be exercised from time to time and as often as may be deemed expedient.

## ARTICLE VI

### MISCELLANEOUS

SECTION 6.01. Examination of Records; Confidentiality.

(a) The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all the Company’s books and records pertaining to the Project. The aforesaid right of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, which conditions shall be deemed to include, but not be limited to, those necessary to protect the Company’s confidentiality and proprietary rights.



(b) The County, and County Council, acknowledges and understands that the Company may have and maintain at the Facility certain confidential and proprietary information, including but not limited to financial, sales or other information concerning the Company's operations ("Confidential Information") and that any disclosure of the Confidential Information would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, except as required by law, the County, and County Council, agrees to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose the Confidential Information to any person other than in accordance with the terms of this Agreement.

SECTION 6.02. Successors and Assigns. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 6.05. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement is liable personally on the Credits or the Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 6.06. Indemnification Covenant.

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability in connection with those reasons set forth in subsection (b). Such indemnification obligation shall survive any termination of this Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its members, officers, agents and employees shall incur any pecuniary liability to any third-party by reason of any claim or loss or damage to property or any injury or death of any person occurring in connection with the planning, design, acquisition, construction and carrying out of the Project or the operation of the Facility if the County or any of its members, officers, agents or employees should incur any such claim, loss or damage, then, in that event the Company shall indemnify and hold harmless the

County and its members, officers, agents and employees against any such claim, loss or damage and all costs and expenses incurred in connection with any such claim, and upon notice and request from the County, the Company at its own expense shall defend the County and its officers, agents and employees in any such action or proceeding.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or gross negligence of the County or any of its individual officers, agents or employees.

SECTION 6.07. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

|     |                   |   |
|-----|-------------------|---|
| (a) | if to the County: | Richland County, South Carolina<br>Attn: Richland County Administrator<br>2020 Hampton Street<br>Columbia, SC 29202 |
|-----|-------------------|---|

|  |                 |  |
|--|-----------------|--|
|  | with a copy to: | Parker Poe Adams & Bernstein, LLP<br>Attn: Ray E. Jones<br>P.O. Box 1509<br>Columbia, SC 29202 |
|--|-----------------|--|

|     |                    |  |
|-----|--------------------|--|
| (b) | if to the Company: | South Pills, LLC<br>Attn: Charles I. Small<br>P.O. Box 11453<br>Columbia, SC 29211 |
|-----|--------------------|--|

and

South University of Carolina, Inc.  
Attn: John South, III, Chancellor  
709 Mall Blvd.  
Savannah, GA 31406-4805

|  |                 |  |
|--|-----------------|--|
|  | with a copy to: | McNair Law Firm, P.A.<br>Attn: J. Michael Ey<br>P.O. Box 11390<br>Columbia, SC 29211 |
|--|-----------------|--|

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.08. Administrative Fees.

(a) The Company shall reimburse the County for reasonable expenses, including, reasonable attorneys' fees, related to (i) review and negotiation of this Agreement, (ii) review and negotiation of any other documents related to the Project or the Facility, or (iii) the Project itself or Facility itself (collectively, the "Transaction"), in an amount not to exceed \$7,500.

(b) Further, to the extent that the Company takes future actions in connection with this Agreement that require work by the County legal counsel, the Company shall reimburse the County for its attorneys' fees within 45 days after the County's request therefore. Such request must contain a statement of all expenses incurred with a general description of the nature of the expenses. In no event shall the Company be required to reimburse the County for any attorneys' fees (1) incurred by the County in the ordinary course of its operation, including with respect to tax- and fee-payers or (2) incurred by the County in defending suits brought by the Company based on a default by the County under this Agreement.

SECTION 6.09. Merger. This Agreement constitutes the entire agreement among the parties to it with respect to the matters contemplated in it, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had among these parties are merged herein.

SECTION 6.10 Agreement to Sign Other Documents. The County agrees that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State, or any other political subdivision of the State.

SECTION 6.11. Construction of Agreement. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

SECTION 6.12. Applicable Law. The laws of the State of South Carolina govern the construction of this Agreement.

SECTION 6.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.14. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.15. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving party.

SECTION 6.16. Termination. This Agreement ends after the earlier of the: (i) the Company's claiming the fifth and final Credit and (ii) the end of the seventh property tax year following the year in which this Agreement is executed.

SIGNATURES FOLLOW ON NEXT PAGE.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be hereunto affixed and attested and South Pills, LLC and South University of Carolina, Inc. have caused this Agreement to be executed by its respective authorized officer, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Name: J. Milton Pope  
Its: Administrator  
Date: \_\_\_\_\_

(SEAL)  
ATTEST:

\_\_\_\_\_  
Michielle Cannon-Finch, Clerk to County Council  
Richland County, South Carolina

SOUTH PILLS, LLC,  
a South Carolina limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

SOUTH UNIVERSITY OF CAROLINA, INC.,  
a South Carolina corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**EXHIBIT A**  
[form of the certificate to be discussed]  
**FORM OF INFRASTRUCTURE CERTIFICATE**

|                         |   |                       |
|-------------------------|---|-----------------------|
| STATE OF SOUTH CAROLINA | ) | CERTIFICATE AS TO     |
|                         | ) | CUMULATIVE INVESTMENT |
| COUNTY OF RICHLAND      | ) | IN INFRASTRUCTURE     |

I, \_\_\_\_\_, the \_\_\_\_\_ of South Pills, LLC, and I, \_\_\_\_\_, the \_\_\_\_\_ of South University of Carolina, Inc. (collectively, the “Company”), do hereby certify that as of \_\_\_\_\_, \_\_\_\_\_, the Company has invested at least \$ \_\_\_\_\_ in Infrastructure at the Project, as such terms are defined in the Infrastructure Credit Agreement between Richland County, South Carolina and the Company dated as of \_\_\_\_\_, 2009.

IN WITNESS WHEREOF, we have hereunto set our hands, this Certificate to be dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SOUTH PILLS, LLC,  
a South Carolina limited liability company

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

SOUTH UNIVERSITY OF CAROLINA, INC.,  
a South Carolina corporation

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

# Richland County Council Request of Action

**Subject**

Regional Sports Complex MCIP [**SECOND READING**] [**PAGES 50-53**]

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

AUTHORIZING AN AMENDMENT TO THE MASTER AGREEMENT GOVERNING THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND FAIRFIELD COUNTY, SOUTH CAROLINA, TO EXPAND THE BOUNDARIES OF THE PARK TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN RICHLAND COUNTY, AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“Richland”), and Fairfield County, South Carolina (“Fairfield”) (collectively, “Counties”), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (“Act”), have jointly developed the I-77 Corridor Regional Industrial Park (“Park”); and

WHEREAS, the Counties have entered into separate agreements to reflect each new phase of expansion of the Park (“Phase Agreements”); and

WHEREAS, on April 15, 2003, the Counties entered into an agreement entitled “Master Agreement Governing the I-77 Corridor Regional Industrial Park” (“Master Agreement”), the provisions of which replaced all existing Phase Agreements and now govern the operation of the Park; and

WHEREAS, Richland now desires to expand the boundaries of the Park to include property located in Richland and described on the attached **Exhibit A** (collectively, “Property”); and

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

**Section 1. Expansion of Park Boundaries.** There is hereby authorized an expansion of the Park boundaries to include the Property. The County Council Chair, or the Vice Chair in the event the Chair is absent, the County Administrator and the Clerk to the County Council are hereby authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the Master Agreement, the expansion shall be complete upon the adoption of this Ordinance by the Richland County Council and a companion ordinance by the Fairfield County Council.

**Section 2. Savings Clause.** If any portion of this Ordinance shall be deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

**Section 3. General Repealer.** Any prior Ordinance, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

**Section 4. Effectiveness.** This Ordinance shall be effective after third and final reading.



RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

(SEAL)

Attest this \_\_\_\_\_ day of

\_\_\_\_\_, 2009

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:  
Second Reading:  
Third Reading:

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

(Approximately 206 +/- Acres)

All that certain piece, parcel or tract of land, together with improvements thereon, containing 121.831 acres, more or less, situate, lying and being on the northwestern side of Farrow Road, in the County of Richland, State of South Carolina, being shown and designated as Tract A on a Boundary Survey prepared for South Capital Group, Inc. by B. P. Barber & Associates, Inc. dated May 16, 2005, and recorded in the Office of the Register of Deeds for Richland County in Record Book 1055 at page 3524. Reference is made to said plat for a more complete and accurate description.

AND all that certain piece, parcel or tract of land, together with improvements thereon, containing 84.82 acres, more or less, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated on a plat prepared for Bi-Lo, Inc. by Cox and Dinkins, Inc. dated August 19, 1994, and recorded in the Office of the Register of Deeds for Richland County in Plat Book 55 at page 4681. Reference is made to said plat for a more complete and accurate description.

The above parcels are also shown together as a 206.63 acre tract on a plat prepared for Richland County by B.P. Barber & Associates, Inc. dated November 9, 2006, last revised November 16, 2006, and recorded or to be recorded in the Office of the Register of Deeds for Richland County, being an update of the Boundary Plat prepared by B.P. Barber & Associates, Inc. for South Capital Group, Inc. dated May 31, 2006, and recorded in Book R-1203 at page 2515.

The property is bounded by the right-of-way for Farrow Road; property now or formerly of Ferguson Enterprises, Inc.; property now or formerly of Mad Jack, LLC; property now or formerly of Washington Heights Subdivision; property now or formerly of Charles P. Watson; the centerline of Crane Creek dividing the 206.630 acres from property now or formerly of James and Estelle S. Lassiter; property now or formerly of Edward Rose Development Co., LLC; property now or formerly of Accent Development Co.; and property now or formerly of Susan M. Brown.

TOGETHER WITH all easements, rights and privileges conveyed to Bi-Lo, LLC in Easement of SPS Limited Liability Company dated May 15, 2001, recorded May 26, 2001, in Record Rook 534 at page 2154.

Tax Map Numbers: 17300-02-10 and 17300-02-33

Derivation: This being the same property conveyed to South Capital Group, Inc. by (i) deed from SPS Limited Liability Company dated May 20, 2005, and recorded on May 26, 2005, in Book 1057 at page 107, and (ii) deed from Bi-Lo, LLC dated March 17, 2005, and recorded on March 18, 2005, in Book 1034 at page 1075.



# Richland County Council Request of Action

**Subject**

09-12MA  
Robert Giles  
Jonathan Giles  
RM-HD to NC (0.32 Acres)  
11203-01-02  
Corner of Olympia Ave. and Bluff Rd. **[SECOND READING] [PAGE 54]**

**Notes**

First Reading: September 22, 2009  
Second Reading:  
Public Hearing: September 22, 2009  
Third Reading:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-09HR

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 # 11203-01-02 FROM RM-HD (RESIDENTIAL, MULTI-FAMILY – HIGH DENSITY DISTRICT) TO NC (NEIGHBORHOOD COMMERCIAL 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 # 11203-01-02 from RM-HD (Residential, Multi-Family – High Density District) zoning to NC (Neighborhood Commercial District) zoning.

Section II. 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. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. This ordinance shall be effective from and after \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009.

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: September 22, 2009 (tentative)  
First Reading: September 22, 2009 (tentative)  
Second Reading:  
Third Reading:

09-12 MA – corner of Olympia Ave and Bluff Road

# Richland County Council Request of Action

**Subject**

Section 26-180, Signs; so as to create a new section that would allow off-premise directional kiosks under certain conditions **[SECOND READING][PAGES 57-60]**

**Notes**

First Reading: September 22, 2009  
Second Reading:  
Public Hearing: September 22, 2009  
Third Reading:



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-09HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE VII, GENERAL DEVELOPMENT, SITE, AND PERFORMANCE STANDARDS; SECTION 26-180, SIGNS; SO AS TO CREATE A NEW SECTION THAT WOULD ALLOW OFF-PREMISE DIRECTIONAL KIOSKS UNDER CERTAIN CONDITIONS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-22, Definitions; is hereby amended to include in the appropriate alphabetical order, the following definition:

*Sign, kiosk.* An off-premise structure designed to hold multiple individual directional signs, which provide the identification of a use or occupancy located elsewhere and which tells the location of or route to such use or occupancy.

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General development, Site, and Performance Standards; Section 26-180, Signs; is hereby amended to create a new subsection to read as follows:

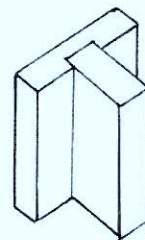
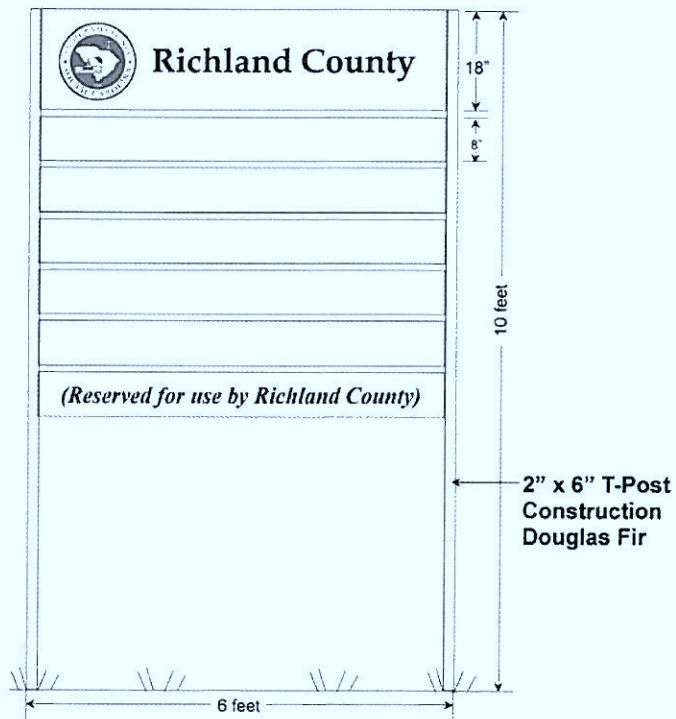
- (xx) *Off-premises kiosks.* Off-premises kiosks are permitted in all zoning districts, with the following restrictions:
- a. A site plan must be submitted and a building permit must be obtained from the County prior to erecting a sign kiosk in the unincorporated areas of the county.
  - b. Kiosks shall only be located along collector and arterial roads, outside of the right-of-way. If the kiosk is to be located at an intersection, it must be placed outside of the sight triangle.
  - c. Written consent from the landowner for the installation and maintenance of the kiosk , including a provision giving the County the right to enter the property and remove a sign for noncompliance with this Section, must be submitted with the site plans.
  - d. Kiosks shall be located in such a manner so as to not obscure proper vehicular sight-distance at street intersections, as determined by the Planning Director.

# DRAFT

e. Kiosks shall be erected in accordance with the following specifications:

1. Each kiosk shall not exceed sixty (60) square feet nor shall any such kiosk exceed six (6) feet in width and ten (10) feet in height, as measured from the ground to the top of the kiosk. Individual directional kiosk signs shall be constructed so as to conform to the size and design of the kiosk. In no event shall the individual signs exceed eight (8) inches by seventy-two (72) inches.

2. Kiosks shall be constructed substantially in conformance with the diagrams, below:



T-Post detail (not to scale)



# DRAFT

3. All individual directional signs mounted on the kiosk shall be of the same design and shall be a medium to dark colored background with contrasting colored lettering. Letters may be upper case and/or lower case. Type style shall be uniform for all plaques with the exception of the words "Richland County" at the top of the kiosk and shall be approved by the Planning Director.
3. Each individual directional sign shall contain only the name of the subdivision, community, or business to which it refers, and shall contain a directional arrow.
4. Nothing shall be attached to or placed on a directional kiosk other than a permitted individual kiosk sign. Additional signage, tags, streamers, flags, balloons, or other similar devices, are prohibited.
- f. For each individual directional sign proposed for the kiosk, an annual permit shall be obtained from the Planning Department. The permit fee shall be one hundred (\$100.00) dollars per sign face. If the directional sign is dual-faced, the permit fee shall be two hundred (\$200.00) dollars. Each permit shall be valid for one (1) year from the date of issuance. No later than thirty (30) days prior to the permit expiring, the County shall send a renewal notice to the permit holder. Failure to pay the fee prior to the expiration of the permit shall result in the sign being removed.
- g. The maximum number of directional signs allowed in a kiosk shall be six (6) if single-faced or twelve (12) if double-faced. One (1) such sign (if single faced) or two (2) such signs (if double-faced) shall be reserved for usage by the County for one for the purpose of indicating the location of public buildings, or public facilities or services, such as parks, schools, emergency substations.
- h. Kiosks and any directional signs shall be maintained, repaired, replaced, and/or repainted as necessary so that they remain in good condition and repair. If the County notifies the kiosk permit holder in writing that repairs are needed, said repairs shall be completed within five (5) business days of receipt of the notice.

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

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

DRAFT

SECTION V. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

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

OF \_\_\_\_\_, 2009

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: June 23, 2009  
First Reading: September 22, 2009 (tentative)  
Second Reading: September 22, 2009 (tentative)  
Third Reading:

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending Section 26-105, FP Floodplain Overlay District; Subsection (B), Applicability/Establishment; so as to require delineation of flood lines on plats and to delete reference to areas along the Congaree River  
**[SECOND READING] [PAGES 62-63]**

## **Notes**

First Reading: September 22, 2009  
Second Reading:  
Public Hearing: September 22, 2009  
Third Reading:



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-09HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; SECTION 26-54, SUBDIVISION REVIEW AND APPROVAL; SO AS TO REQUIRE THE DELINEATION OF ANY AND/OR ALL FLOOD LINES ON PLATS THAT ARE SUBMITTED PURSUANT TO THIS SECTION; AND TO AMEND SECTION 26-105, FP FLOODPLAIN OVERLAY DISTRICT; SUBSECTION (B), APPLICABILITY/ESTABLISHMENT; SO AS TO DELETE SPECIFIC REFERENCE TO AREAS ALONG THE CONGAREE RIVER.

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 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (b), Processes; is hereby reordered to read as Subsection (c), Processes; and a new subsection (b) shall read as follows:

(b) *Sketch plans and plats to show contour lines of flood areas.* All sketch plans and plats submitted for approval pursuant to this section shall be prepared by a licensed surveyor and shall contain a contour delineation of any and/or all flood areas, as shown on the County's Flood Insurance Rate maps [see Section 26-105 (b)] for each lot indicated on such plat.

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-105, FP Floodplain Overlay District; Subsection (b), Applicability/Establishment; is hereby amended to read as follows:

(b) *Applicability/establishment.* The FP Overlay District shall function as an overlay district providing additional requirements to the regulations of the underlying general use zoning classification(s). It shall be applied to those areas designated on the Federal Emergency Management Agency's Flood Insurance Study, dated February 20, 2002, with accompanying Flood Insurance Rate Maps (FIRM), dated February 20, 2002, as areas of special flood hazard. ~~Provided, however, those base flood elevation determinations that were included in the Federal Emergency Management Agency's Flood Insurance Study, dated July 17, 1995, shall apply along the Congaree River only. Floodplain and floodway boundary determinations along the Congaree River will be based on those boundaries depicted in the FIRM dated February 20, 2002, derived from the Federal Emergency Management Agency's Flood Insurance Study, dated February 20, 2002.~~ In addition to other required development approvals, development applicants subject to the

FP Overlay District must also receive a floodplain development permit from the county's flood coordinator. Review of developments subject to these requirements shall be conducted as part of the review for a grading or land development permit, whichever is applicable.

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

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

SECTION V. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

ATTEST THIS THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: July 7, 2009  
Public Hearing: September 22, 2009 (tentative)  
Second Reading: September 22, 2009 (tentative)  
Third Reading:

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending Section 26-181 regarding road signs/traffic control devices; so as to conform to the Federal Highway Administration's *Manual on Uniform Traffic Control Devices 2003 Edition with Revisions 1 and 2 Incorporated* **[SECOND READING] [PAGES 65-66]**

## **Notes**

First Reading: September 22, 2009  
Second Reading:  
Public Hearing: September 22, 2009  
Third Reading:



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-09HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE VII, GENERAL DEVELOPMENT, SITE, AND PERFORMANCE STANDARDS; SECTION 26-181, ROAD STANDARDS; SUBSECTION (B), DESIGN STANDARDS FOR PUBLIC OR PRIVATE ROADS; PARAGRAPH (6), OTHER DESIGN STANDARDS; SUBPARAGRAPH K, ROAD SIGNS/TRAFFIC CONTROL DEVICES; SO AS TO CONFORM TO THE FEDERAL HIGHWAY ADMINISTRATION'S *MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES 2003 EDITION WITH REVISIONS 1 AND 2 INCORPORATED*.

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 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-181, Road Standards; Subsection (b), Design Standards for Public or Private Roads; Paragraph (6), Other Design Standards; Subparagraph k., Road Signs/Traffic Control Devices; is hereby amended to read as follows:

k. *Road signs/traffic control devices.*

[1] Road signs, in conformance with the requirements of the *Federal Highway Administration's Manual on Uniform Traffic Control Devices 2003 Edition with Revisions 1 and 2 incorporated* and with the addressing coordinating specialist, shall be located at all intersections in a manner approved by the county engineer. Any sign within a new development shall be installed by the developer at his/her own expense. Signs will be aluminum blanks on metal posts fabricated and mounted in a standard design established by the director of public works. Such signs shall have white reflective lettering a minimum of six (6) inches in height on a reflective background. Signs located on multi-lane roads with a speed limit of 40 mph or greater shall have lettering a minimum of eight (8) inches in height. A green background shall denote a public road and a blue background shall denote a private road.

[2] All traffic control devices required by the *Federal Highway Administration's Manual on Uniform Traffic Control Devices 2003 Edition with Revisions 1 and 2 incorporated* *SC Manual on Uniform Traffic Control Devices for Roads and Highways* may shall be installed by the developer at his/her own the developer's expense. If the county purchases such devices on behalf of the developer, all costs shall be paid in full prior to approval of the final plat of a subdivision or a certificate of

~~zoning compliance for other developments.~~ All devices shall conform to the required size and reflectivity found in the *Manual on Uniform Traffic Control Devices 2003 Edition with Revisions 1 and 2 incorporated.*

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 \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

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

OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: September 22, 2009 (tentative)  
Public Hearing: September 22, 2009 (tentative)  
Second Reading:  
Third Reading:



# Richland County Council Request of Action

**Subject**

An Ordinance to Define and Permit "Bus Shelters & Benches" in all Zoning Districts, with special requirements  
**[SECOND READING] [PAGES 68-117]**

**Notes**

First Reading: September 22, 2009  
Second Reading:  
Public Hearing: September 22, 2009  
Third Reading:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-09HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; SO AS TO DEFINE AND PERMIT “BUS SHELTERS” AND “BUS BENCHES” IN ALL ZONING DISTRICTS, WITH SPECIAL REQUIREMENTS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-22, Definitions; is hereby amended to include in the appropriate alphabetical order, the following definitions:

*Bus bench.* A seating area at a designated bus stop designed for the convenience of bus passengers.

*Bus shelter.* A small roofed structure, having three (3) transparent walls, located at designated bus stops for the protection and convenience of passengers of public transportation systems.

SECTION II. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (b), Permitted Uses with Special Requirements Listed by Zoning District; is hereby amended to read as follows:

- (b) *Permitted uses with special requirements listed by zoning district.*
- (1) Accessory Dwellings - (RU, RR, RS-E, RS-LD, RS-MD, RS-HD, M-1)
  - (2) Amusement or Water Parks, Fairgrounds - (GC, M-1, LI)
  - (3) Animal Shelters - (GC, M-1, LI)
  - (4) Antennas - (All Districts)
  - (5) Athletic Fields - (TROS, NC, RC)
  - (6) Banks, Finance, and Insurance Offices – (NC, RC)
  - (7) Barber Shops, Beauty Salons, and Related Services - (RU, RM-MD, RM-HD)
  - (8) Bars and other Drinking Places - (RC, GC, M-1, LI)

- (9) Batting Cages - (GC, M-1, LI)
- (10) Bed and Breakfast Homes/Inns - (RR, RM-MD, RM-HD, RC)
- (11) Beer/Wine/Distilled Alcoholic Beverages – (GC)
- (12) Body Piercing Facilities – (GC)
- (13) Buildings, High-Rise, Four (4) or Five (5) Stories – (RM-HD, OI, GC)
- (14) Bus Shelters/Bus Benches - (All Districts)
- ~~(15)~~ Car and Light Truck Washes - (RC)
- ~~(16)~~ Cemeteries and Mausoleums - (OI, NC, RC, GC, M-1, LI, HI)
- ~~(17)~~ Continued Care Retirement Communities - (RM-MD, RM-HD, OI, RC, GC)
- ~~(18)~~ Construction, Building, General Contracting, with Outside Storage - (M-1, LI)
- ~~(19)~~ Construction, Building, Heavy, with Outside Storage - (M-1, LI)
- ~~(20)~~ Construction, Special Trades, with Outside Storage - (M-1, LI)
- ~~(21)~~ Country Clubs with Golf Courses - (TROS, RU, GC, M-1, LI)
- ~~(22)~~ Day Care, Adult, Home Occupation (5 or fewer) – (RU, RR, RS-E, RS-LD, RS-MD, RS-HD, MH, RM-MD, RM-HD, OI, GC)
- ~~(23)~~ Day Care Centers, Adult - (RU, OI, NC, RC, GC, M-1)
- ~~(24)~~ Day Care, Child, Family Day Care, Home Occupation (5 or fewer) - (RU, RR, RS-E, RS-LD, RS-MD, RS-HD, MH, RM-MD, RM-HD, OI, GC)
- ~~(25)~~ Day Care Centers, Child, Licensed Centers - (RU, OI, NC, RC, GC, M-1)
- ~~(26)~~ Drugs and Druggists' Sundries – (GC)
- ~~(27)~~ Durable Goods, Not Otherwise Listed – (GC)
- ~~(28)~~ Dwellings, Manufactured Homes on Individual Lots - (RU, MH)
- ~~(29)~~ Dwellings, Manufactured Homes on Individual Lots - (RR, RS-E)

- (~~29~~30) Dwellings, Single Family, Zero Lot Line, Common and Parallel -  
(Common: RM-MD, RM-HD, OI, GC, M-1; Parallel: RS-E, RS-LD, RS-MD, RS-HD, RM-MD, RM-HD, OI, M-1)
- (~~30~~31) Electrical Goods – (GC)
- (~~31~~32) Fuel Oil Sales (Non-Automotive) - (M-1, HI)
- (~~32~~33) Furniture and Home Furnishings – (GC)
- (~~33~~34) Golf Courses - (TROS, GC, M-1, LI)
- (~~34~~35) Golf Driving Ranges (Freestanding) - (TROS, RC, GC, M-1, LI)
- (~~35~~36) Go-Cart, Motorcycle, and Similar Small Vehicle Tracks - (GC)
- (~~36~~37) Group Homes (9 or Less) - (RU, RR, RS-E, RS-LD, RS-MD, RS-HD, MH, RM-MD, RM-HD)
- (~~37~~38) Home Occupations - (RU, RR, RS-E, RS-LD, RS-MD, RS-HD, MH, RM-MD, RM-HD, OI, NC, RC, GC)
- (~~38~~39) Kennels - (RU, OI, RC, GC, M-1, LI)
- (~~39~~40) Libraries – (RU, RR, RS-E, RS-LD, RS-MD, RS-HD, MH, RM-MD, RM-HD)
- (~~40~~41) Lumber and Other Construction Materials – (GC)
- (~~41~~42) Machinery, Equipment and Supplies – (GC)
- (~~42~~43) Manufactured Home Sales – (GC, M-1)
- (~~43~~44) Manufactured Home Parks – (MH, M-1)
- (~~44~~45) Market Showrooms - (GC)
- (~~45~~46) Motor Vehicles, New Parts and Supplies – (GC)
- (~~46~~47) Motor Vehicles, Tires and Tubes – (GC)
- (~~47~~48) Nondurable Goods, Not Otherwise Listed – (GC)
- (~~48~~49) Paints and Varnishes – (GC)
- (~~49~~50) Pet Care Services – (NC, RC)



- (~~50~~51) Petroleum and Coal Products Manufacturing - (HI)
- (~~51~~52) Petroleum and Petroleum Products - (M-1, HI)
- (~~52~~53) Places of Worship – (RU, RR, RM-MD, RM-HD, RC)
- (~~53~~54) Plumbing and Heating Equipment and Supplies – (GC)
- (~~54~~55) Poultry Farms – (RU)
- (~~55~~56) Produce Stands – (RU)
- (~~56~~57) Public or Private Parks- (All Districts)
- (~~57~~58) Public Recreation Facilities- (All Districts)
- (~~58~~59) Radio, Television, and Other Similar Transmitting Towers – (M-1)
- (~~59~~60) Recreational Vehicle Parks and Recreation Camps – (RU)
- (~~60~~61) Rental Centers, With Outside Storage – (GC)
- (~~61~~62) Repair and Maintenance Service, Appliance and Electronics - (RC, GC, M-1, LI)
- (~~62~~63) Research and Development Services – (OI)
- (~~63~~64) Schools, Including Public and Private Schools, Having a Curriculum Similar to Those Given in Public Schools - (RU, RR, RS-E, RS-LD, RS-MD, RS-HD, MH, RM-MD, RM-HD)
- (~~64~~65) Sexually Oriented Businesses - (GC, HI)
- (~~65~~66) Sporting Firearms and Ammunition – (GC)
- (~~66~~67) Swim and Tennis Clubs – (TROS)
- (~~67~~68) Swimming Pools - (TROS, RU, RR, RS-E, RS-LD, RS-MD, RS-HD, MH, RM-MD, RM-HD, OI, NC, RC, GC)
- (~~68~~69) Tobacco and Tobacco Products – (GC)
- (~~69~~70) Utility Substations - (All Districts)

- (~~7071~~) Veterinary Services (Non-Livestock, May Include Totally Enclosed Kennels Operated in Connection with Veterinary Services) - (OI, NC)
- (~~7172~~) Warehouses (General Storage, Enclosed, Not Including Storage of Any Hazardous Materials or Waste as Determined by Any Agency of the Federal, State, or Local Government) - (OI, NC, RC, GC)
- (~~7273~~) Warehouses (Self Storage) - (RC, GC, M-1, LI)
- (~~7374~~) Yard Sales - (RU, RR, RS-E, RS-LD, RS-MD, RS-HD, MH, RM-MD, RM-HD, OI, NC, RC, GC)
- (~~7475~~) Zoos and Botanical Gardens – (GC, M-1)

SECTION III. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c), Standards; is hereby amended to read as follows:

- (c) *Standards.* The development standards listed herein are additional to other requirements of this chapter. These development standards are use-specific and apply to those uses designated with an “SR” in the Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions (Table 26-V-2, Section 26-141).
  - (1) *Accessory dwellings.*
    - a. Use districts: Rural; Rural Residential; Residential, Single-Family, Estate; Residential, Single-Family, Low Density; Residential, Single-Family, Medium Density; Residential, Single-Family, High Density, M-1 Light Industrial.
    - b. Accessory dwellings shall be located only on lots containing one single-family detached structure. (However, other conforming accessory structures may also be located on the lot).
    - c. Only one accessory dwelling shall be permitted per single-family dwelling.
    - d. If the accessory dwelling is located within the same structure as the principal dwelling, the principal dwelling shall not be altered in any way so as to appear from a public or private road to be multi-family housing.
    - e. A manufactured home may not be used as an accessory dwelling.
    - f. The gross floor area of the accessory dwelling shall not exceed five hundred (500) square feet or contain more than one-fourth of the

heated floor area of the principal single-family dwelling, whichever is greater.

(2) *Amusement or waterparks, fairgrounds.*

- a. Use districts: General Commercial; M-1 and LI Light Industrial.
- b. The minimum lot size for an amusement park, waterpark, or fairground shall be five (5) acres.
- c. No principal building or structure shall be located within fifty (50) feet of any property line.
- d. Security fencing, a minimum of six (6) feet in height, shall be provided along the entire boundary of the park activities.
- e. No amusement equipment, machinery, or mechanical device of any kind may be operated within two hundred (200) feet of any residentially zoned property.

(3) *Animal shelters.*

- a. Use districts: General Commercial; M-1 and LI Light Industrial.
- b. Any building (which is part of an animal shelter) housing animals shall be located a minimum of one hundred and fifty (150) feet from any residentially zoned or developed property.
- c. Fenced outdoor runs are allowed for use during the hours of 6:00 am to 10:00 p.m.; however, no animal may be kept in the run for boarding purposes, and pens for the animals must be located indoors. Feeding of animals must be conducted indoors and is prohibited in the runs.
- d. All animal refuse and food must be kept in airtight containers and disposed of on a regular basis. Animal wastes shall not be stored any closer than fifty (50) feet from any property line or surface water.

(4) *Antennas.*

- a. Use districts: All Districts.
- b. In residential districts, no antenna shall be permitted between the front of a principal structure and any adjacent public road. In the case of corner lots, no antenna shall be permitted between the side



of a principal structure and the road. No dish type antenna more than eighteen (18) inches in diameter shall be placed on the roof or other portion of a building so as to be visible from any adjacent property.

- c. In nonresidential districts, antennas may be placed at any location that is not visible from any adjacent public road. Antennas may be placed on top of a principal structure less than thirty (30) feet in height, provided that screening is provided with materials compatible with the principal structure at least equal in height to the antenna. Antennas may be placed on top of a flat roofed structure that exceeds thirty (30) feet in height. Antennas erected on any pitched roof structure, regardless of height of the structure, must be screened with materials compatible with the principal structure. The screening shall not be less than the height of the antenna. In these districts, dish type antennas measuring less than three (3) feet in diameter may be placed at any location on a principal structure, except for the building façade or any road oriented side wall.

(5) *Athletic fields.*

- a. Use districts: Traditional Recreation Open Space; Neighborhood Commercial; Rural Commercial.
- b. All athletic fields shall have primary access to collector or thoroughfare roads.
- c. Lights shall be positioned and shielded so as not to shine onto adjacent properties.
- d. Loud speaker systems shall not be operated before 8:00 a.m. or after 10:00 p.m.

(6) *Banks, finance, and insurance offices.*

- a. Use districts: Neighborhood Commercial; Rural Commercial.
- b. No drive-thru service permitted.

(7) *Barber shops, beauty salons, and related services.*

- a. Use districts: Rural; Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density.
- b. No more than four (4) workstations are permitted.



- c. Signage shall be limited to a single sign, not to exceed three (3) square feet and not containing internal lighting. Such signage shall be attached to the building.

(8) *Bars and other drinking places.*

- a. Use districts: Rural Commercial; General Commercial; M-1 and LI Light Industrial.
- b. Lots used for drinking places shall be located no closer than four hundred (400) feet from any other lot used as a drinking place, and shall be no closer than six hundred (600) feet to any lot which contains a school (public or private) or a place of worship.
- c. Bars and other drinking places shall provide adequate off-street parking at a rate of twelve (12) spaces for each one thousand (1,000) square feet of gross floor area.
- d. Parking areas related to the establishment of a bar or other drinking place shall be located no closer than thirty (30) feet to the property line of residentially zoned or used property.
- e. A minimum six (6) foot high opaque fence shall be erected adjacent to the property line of abutting residentially zoned or used property.

(9) *Batting cages.*

- a. Use districts. General Commercial; M-1 and LI Light Industrial.
- b. No equipment, machinery, or mechanical device of any kind shall be operated within two hundred (200) feet of any residentially zoned property.
- c. Fencing, netting or other control measures shall be provided around the perimeter of the batting area to prevent balls from leaving the designated area.
- d. Lights shall be positioned and shielded so as not to shine onto adjacent properties.
- e. Loud speaker systems shall not be operated before 8:00 a.m. or after 10:00 p.m.

(10) *Bed and breakfast homes/inns.*

- a. Use districts: Rural Residential; Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density; Rural Commercial.
- b. Bed and breakfast homes/inns shall be located a minimum of one thousand five hundred (1,500) feet from any other bed and breakfast home/inn
- c. The owner or manager of the home/inn shall reside on the property.
- d. The maximum number of guest rooms provided by the bed and breakfast home/inn shall be five (5).
- e. Activities and functions designed to accommodate the guests shall take place within the principal structure.
- f. Off-street parking for bed and breakfast homes/inns shall be provided as required in Section 26-173 of this chapter. Parking shall be provided on the same lot on which the bed and breakfast inn is located, at the rear of the lot, and screened (with vegetation) from adjacent properties and from the road.
- g. In the residential districts, signage shall be limited to a single sign, not to exceed three (3) square feet and not containing internal lighting. Such signage shall be attached to the building.
- h. Exterior lighting shall be residential in nature and shall not be directed toward adjacent properties.
- i. No meals may be served to anyone other than staff and guests registered at the inn.
- j. No exterior alterations, other than those necessary to ensure the safety and accessibility of the structure, shall be made to any building for the purpose of providing a bed and breakfast home/inn.

(11) *Beer/Wine/Distilled Alcoholic Beverages.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.

- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

(12) *Body Piercing Facilities.*

- a. Use districts: General Commercial.
- b. The applicant must receive a license from the South Carolina Department of Health and Environmental Control (SCDHEC) to operate the facility.

(13) *Buildings, high-rise, four (4) or five (5) stories.*

- a. Use districts: Residential, Multi-Family, High Density; Office and Institutional; General Commercial.
- b. The minimum lot size to establish a high-rise building shall be one (1) acre.
- c. The minimum lot width to establish a high-rise building shall be one hundred and fifty (150) feet.
- d. A high-rise structure shall be set back a minimum of twenty-five (25) feet from all property lines.
- e. In the RM-HD District, the maximum lot coverage for a high-rise building shall be thirty-five percent (35%). In the GC and OI Districts, the maximum lot coverage for a high-rise building shall be forty-five percent (45%).
- f. Increase of allowable lot coverage:
  - 1. Additional lot coverage may be allowed on a foot for foot basis equal to the number of square feet provided on the structure above the first level in the form of landscaped roof gardens, solariums, recreational spaces and the like made available generally to tenants. In no case shall such an increase in coverage exceed an amount equal to ten



percent (10%) of the total lot area upon which the high-rise structure is located.

2. Parking lots or structures to accommodate required parking may be erected to cover not more than thirty percent (30%) of the total lot area in addition to the coverage listed in paragraph e. of this subsection.
- g. No portion of any high-rise building shall project through imaginary planes leaning inward over the lot from the exterior lot lines of the parcel at angles representing two (2) feet in height for each one (1) foot of horizontal distance from such lot line.
- h. Parking and loading facilities shall be provided as required by Section 26-173 and Section 26-174 of this chapter. No parking lots shall be permitted within any required setback.

(14) Bus shelters/bus benches.

- a. Use districts: All Districts.
- b. Any person wishing to erect and maintain a bus shelter or bus bench shall obtain a permit for each shelter from the Planning Department. Each permit for a bus shelter shall cost fifty (\$50.00) dollars and shall be valid for one (1) year. Each permit for a bus bench shall cost twenty-five (\$25.00) dollars and shall be valid for one (1) year. These permits may be renewed upon payment of the fifty (\$50.00) dollar renewal fee for a bus shelter or upon payment of the twenty-five (\$25.00) dollar renewal fee for a bus bench.
- c. A shelter or bench may only be located at a designated bus stop that is presently being served by a public transit authority, and only one (1) bus shelter shall be allowed per bus stop location.
- d. If the shelter or bench is proposed to be located within a SCDOT right-of-way, the location of the shelter must be approved by SCDOT prior to obtaining a permit from the Richland County Planning Department.
- e. Bus shelters must meet the following additional requirements:
  1. Design plans for the bus shelter shall be submitted for review and a building permit obtained. The bus shelter must be built to the current and future editions of the International Building Code for commercial structures, except that plumbing and mechanical elements are not required, and the bus shelter must be able to withstand sustained three (3) second wind gusts of up to 95 MPH. All

normal review and permit fees apply, along with normal inspections.

2. The shelter shall be designed so that it will present an attractive appearance and not detract from the adjacent surroundings. It shall be illuminated and provide protection from weather elements. The shelter design shall include the following:

[a] Each shelter shall consist of an aluminum or steel framework suitable for supporting transparent wall panels and opaque roof panels. The shelter must have a rear wall section, two (2) side panels, and a roof. The transparent wall section must be of tempered glass.

[b] At a minimum, each shelter must have a six (6) foot bench, a bus route and schedule holder, a trash receptacle, and be illuminated during hours of darkness. The shelter must be installed on and attached to a concrete foundation.

[c] Each bus shelter must be erected in accordance with ADA specifications and requirements. The permittee is responsible to meet the ADA standards and any complaints of nonconformance must be rectified by permittee at his/her expense within thirty (30) days of notification by the Planning department. Under this subsection, ADA compliance includes, but is not limited to, sidewalk on ramps, tactile warnings, and signage or directional arrows indicating handicap accessibility.

[d] Advertising on the shelter shall be limited to the outward side of the side wall panels, and may provide a lighting source contained within the panel cabinet. Only two (2) advertisements will be allowed per shelter, and each advertisement will be limited to a maximum poster dimension of 4' wide by 6' high.

[e] The general dimensions of a typical shelter will be at a minimum 9' long by 6' wide by 8' high.

3. The route number shall be displayed prominently on the bus shelter.

4. Each bus shelter shall make available printed bus schedules, and shall display a large regional map that includes the bus route.

5. Bus shelters shall be maintained in good repair and the person whose name is on the permit application shall be responsible for the cleaning, repairing or replacement of any part thereof, including advertising materials, sidewalks, walkways, curbs or foundations encompassed by the bus shelter. Such work as is necessary to relocate, alter or maintain the bus shelter will be done in such a manner that it will not in any way interfere with or endanger the safety of the general public in their use of the roads.

f. Bus benches must meet the following additional requirements:

1. The bench shall be designed so that it will present an attractive appearance and not detract from the adjacent surroundings.

2. Benches shall be constructed of durable material and shall be securely fastened to the ground.

3. Advertising on the bench shall be limited to the forward facing side of the back rest and shall not extend beyond the perimeters of the back rest.

~~(415)~~ *Car and light truck washes.*

- a. Use districts: Rural Commercial.
- b. Buildings shall not be less than seventy-five (75) feet from any interior side or rear property line that adjoins a residentially zoned or used property.
- c. The hours of operation shall be limited to the hours between 7:00 a.m. and 10:00 p.m.
- d. Adequate provisions shall be made for the safe and efficient disposal of waste products.

~~(416)~~ *Cemeteries and mausoleums.*

- a. Use districts: Office and Institutional; Neighborhood Commercial; Rural Commercial; General Commercial; M-1 and LI Light Industrial; Heavy Industrial.



- b. A minimum of three (3) contiguous acres shall be required to establish a cemetery or a mausoleum not located on the same tract of land as a place of worship.
- c. Primary access to the facility shall be from a collector or thoroughfare road.

~~(1617)~~ *Continued care retirement communities.*

- a. Use districts: Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density; Office Institutional; Rural Commercial; General Commercial.
- b. The minimum lot size to establish a continued care retirement community shall be one (1) acre.
- c. No parking space or driveway shall be located closer than twenty (20) feet to any other residence not a part of the community.
- d. The front setback shall be the same as permitted in the respective district, but shall not be less than the lesser setback of any existing homes on adjacent lots. The side and rear setbacks shall be twenty (25) feet.
- e. All facilities shall be solely for the use of the residents and their guests.

~~(1718)~~ *Construction, building, general contracting, with outside storage.*

- a. Use districts: M-1 and LI Light Industrial.
- b. All outside storage shall be completely screened from adjacent roads and residentially zoned or used properties.

~~(1819)~~ *Construction, building, heavy, with outside storage.*

- a. Use districts: M-1 and LI Light Industrial.
- b. All outside storage shall be completely screened from adjacent roads and residentially zoned or used properties.

~~(1920)~~ *Construction, special trades, with outside storage.*

- a. Use districts: M-1 and LI Light Industrial.
- b. All outside storage shall be completely screened from adjacent roads and residentially zoned or used properties.

~~(2021)~~ *Country clubs with golf courses.*

- a. Use districts: TROS, Rural; General Commercial; M-1 and LI Light Industrial.
- b. There shall be a minimum fifty (50) foot setback between clubhouses, swimming pools, lighted tennis courts, or athletic fields and adjacent residentially zoned or used property.
- c. In the Rural District, club facilities may not be used between 12:00 midnight and 7:00 a.m., Sunday through Thursday and between 1:00 a.m. and 7:00 a.m. on Friday and Saturday nights.

~~(2122)~~ *Day care, adult, home occupation (five or fewer).*

- a. Use districts: Rural; Rural Residential; Residential, Single-Family – Estate; Residential, Single-Family - Low Density; Residential, Single-Family – Medium Density; Residential, Single-Family – High Density; Manufactured Home; Residential, Multi-Family – Medium Density; Residential, Multi-Family – High Density; Office and Institutional; General Commercial.
- b. An adult day care, home occupation, with five (5) or fewer attendees must be operated in an occupied residence.
- c. Client pick-up and drop-off shall not obstruct traffic flow on adjacent public roads.
- d. All other state and federal regulations shall be met.

~~(2223)~~ *Day care centers, adult.*

- a. Use districts: Rural; Office and Institutional; Neighborhood Commercial; Rural Commercial; General Commercial; M-1 Light Industrial.
- b. Client pick-up and drop-off shall not obstruct traffic flow on adjacent public roads.

~~(2324)~~ *Day care, child, family day care, home occupation (five or fewer).*

- a. Use districts: Rural; Rural Residential; Residential, Single-Family – Estate; Residential, Single-Family – Low Density; Residential, Single-Family – Medium Density; Residential, Single-Family – High Density; Manufactured Home; Residential, Multi-Family – Medium Density; Residential, Multi-Family – High Density; Office and Institutional; General Commercial.



- b. A child family day care home occupation must be operated in an occupied residence.
- c. Any outdoor play area shall be fenced or otherwise enclosed on all sides and shall not include driveways, parking areas, or land otherwise unsuited for children's play space.
- d. Client pick-up and drop-off shall not obstruct traffic flow on adjacent public roads.
- e. All other state and federal regulations shall be met.

(2425) *Day care centers, child, licensed centers.*

- a. Use districts: Rural; Office and Institutional; Neighborhood Commercial; Rural Commercial; General Commercial; M-1 Light Industrial.
- b. Any outdoor play area shall be fenced or otherwise enclosed on all sides and shall not include driveways, parking areas, or land otherwise unsuited for children's play space.
- c. Client pick-up and drop-off shall not obstruct traffic flow on adjacent public roads.
- d. All other state and federal regulations shall be met.

(2526) *Drugs and Druggists' Sundries.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.

- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

~~(2627)~~ *Durable Goods, Not Otherwise Listed.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

~~(2728)~~ *Dwellings, manufactured homes on individual lots.*

- a. Use districts: Rural, Manufactured Home Park.
- b. Manufactured homes must meet the standards set by the Federal Manufactured Housing Construction and Safety Standards Act of 1974 (which became effective June 15, 1976), as revised and in effect on the date the application is made for a land development permit.
- c. The tongue, axles, transporting lights, and removable towing apparatus must be removed subsequent to final placement.
- d. Manufactured home skirting or a continuous, permanent masonry foundation, unpierced except for openings required by the building code for ventilation, utilities and access, shall be installed under the manufactured home.

~~(2829)~~ *Dwellings, manufactured homes on individual lots.*

- a. Use districts: Rural Residential; Residential, Single-Family, Estate.

- b. Manufactured homes must meet the standards set by the Federal Manufactured Housing Construction and Safety Standards Act of 1974 (which became effective June 15, 1976), as revised and in effect on the date the application is made for a land development permit.
- c. The tongue, axles, transporting lights, and removable towing apparatus must be removed subsequent to final placement.
- d. The manufactured home shall be oriented so that the side containing the front entrance door shall be no more than twenty (20) degrees from parallel to the front property line, except on corner lots. The front of the manufactured home is that side which has an entrance door leading to a living room, foyer, or hall.
- e. The exterior siding shall consist predominately of vinyl or aluminum horizontal lap siding (that does not exceed the reflectivity of gloss white paint), wood, or hardboard, comparable in composition, appearance, and durability to the exterior siding commonly used in standard residential construction.
- f. A continuous, permanent masonry foundation, unpierced except for openings required by the building code for ventilation, utilities and access, shall be installed under the manufactured home. The foundation shall be excavated and shall be exposed no more than twelve (12) inches above grade.
- g. The pitch of the manufactured home's roof shall have a minimum vertical rise of three feet for each twelve feet of horizontal run (3:12) and the roof shall be finished with a type of roof that is commonly used in standard residential construction.
- h. The manufactured home shall have a length not exceeding four (4) times its width, excluding additions.
- i. There shall be a porch, at the main entrance to the manufactured home, which is a minimum of six (6) feet by six (6) feet in size.

*(2930) Dwellings, single family, zero lot line, common and parallel.*

- a. Use districts, Common: Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density; Office and Institutional; General Commercial.

Use districts: Parallel: Residential, Single-Family, Estate; Residential, Single-Family, Low Density; Residential, Single-



Family, Medium Density; Residential, Single-Family, High Density; Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density; Office and Institutional.

- b. The lot proposed for zero lot line development must be under the same ownership as the adjacent lot at the time of initial construction, or the owner of adjacent properties must record an agreement or deed restriction, in writing, consenting to the development of zero setback. The maintenance and drainage easement required in subsection e. below must be provided as part of this agreement and deed restriction.
- c. For common lot line dwellings, the dwelling unit shall be placed on one interior side property line with a zero setback, and the dwelling unit setback on the other interior side property line shall be a minimum of twelve (12) feet. Patios, pools, garden features, and other similar elements shall be permitted within the twelve (12) foot setback area; provided, however, no structure shall be placed within easements required by subsection e. below.
- d. The wall of a dwelling located on the lot line shall have no windows, doors, air conditioning units, or any other type of openings. An atrium or court shall be permitted on the zero lot line side when such court or atrium is enclosed by two (2) walls of the dwelling unit, and a solid wall of at least six (6) feet in height is provided on the zero lot line extending to the front and/or rear of the dwelling unit. Said wall shall be constructed of the same materials as exterior walls of the unit.
- e. A perpetual five (5) foot maintenance easement shall be provided on the lot adjacent to the zero lot line property, which shall be kept clear of structures. This easement shall be shown on the plat and incorporated into each deed transferring title to the property. Roof overhangs and footings may penetrate the easement on the adjacent lot a maximum of twenty-four (24) inches, but the roof shall be so designed that water runoff from the dwelling placed on the lot line is controlled by gutters or other approved methods.

~~(3031)~~ *Electrical Goods.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.

- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

~~(3132)~~ *Fuel oil sales, non-automotive.*

- a. Use districts: M-1 Light Industrial; Heavy Industrial.
- b. Gravel or paved roadways shall be provided to all storage tanks.
- c. Security fencing, a minimum of six (6) feet in height, shall be provided along the entire boundary of such facilities.
- d. Storage tanks protected by either an attached extinguishing system approved by the fire marshal, or an approved floating roof, shall not be located closer to an exterior property line than a distance of either the diameter or the height of the tank, whichever is greater. However, regardless of the diameter or height of the tank, in no event shall the required distance be greater than one hundred twenty (120) feet. Storage tanks not equipped as indicated above shall not be located closer to an exterior property line than a distance equal to one and one half (1½) times of either the diameter or the height of the tank, whichever is greater. However, regardless of the diameter or height of the tank, in no event shall the required distance be greater than one hundred seventy-five (175) feet. Storage tanks and loading facilities shall be located a minimum of five hundred (500) feet from any existing residence or residentially zoned property.
- e. All storage facilities shall comply with the latest regulations of the National Fire Protection Association.
- f. All other federal, state, and local laws shall be met.

~~(3233)~~ *Furniture and Home Furnishings.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

~~(3334)~~ *Golf courses.*

- a. Use districts: Traditional Recreation Open Space; General Commercial; M-1 and LI Light Industrial.
- b. There shall be a minimum fifty (50) foot setback between clubhouses or other non-course facilities and adjacent residentially zoned or used property.

~~(3435)~~ *Golf driving ranges (freestanding).*

- a. Use districts: Traditional Recreation Open Space; Rural Commercial; General Commercial; M-1 and LI Light Industrial.
- b. Fencing, netting, or other control measures shall be provided around the perimeter of the driving area to prevent balls from leaving the property.
- c. No equipment, machinery, or mechanical device of any kind shall be operated within two hundred (200) feet of any residentially zoned or used property.
- d. Operations shall not begin before 9:00 a.m. nor continue after 10:00 p.m.

~~(3536)~~ *Go-cart, motorcycle, and similar small vehicle tracks.*



- a. Use districts: General Commercial.
- b. Security fencing, a minimum of six (6) feet in height, shall be provided along the entire boundary of the track activities.
- c. No equipment, machinery, or mechanical device of any kind shall be operated within two hundred (200) feet of any residentially zoned or used property.
- d. Hours of operation shall be limited to 9:00 a.m. to 10:00 p.m.

~~(3637)~~ *Group homes (nine persons or less).*

- a. Use districts: Rural; Rural Residential; Residential, Single-Family, Estate; Residential, Single-Family, Low Density; Residential, Single-Family, Medium Density; Residential, Single-Family, High Density; Manufactured Home Park; Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density.
- b. Location approval is subject to Section 6-29-770 of the South Carolina Code of Laws, as amended.

~~(3738)~~ *Home occupations.*

- a. Use districts: Rural; Rural Residential; Residential, Single-Family, Estate; Residential, Single-Family, Low Density; Residential, Single-Family, Medium Density; Residential, Single-Family, High Density; Manufactured Home Park; Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density; Office and Institutional; Neighborhood Commercial; Rural Commercial; General Commercial.
- b. Home occupations shall be conducted entirely within the principal dwelling or an accessory structure, if such accessory structure meets all setback requirements for a principal structure in the district in which it is located. Home occupations shall be clearly incidental and secondary to the use of the dwelling unit for residential purposes, and shall not change the outward appearance of the structure.
- c. An area equal to not more than twenty-five percent (25%) of the floor area of the principal dwelling may be utilized for the home occupation. If the home occupation is housed in an accessory structure, the accessory structure can be no larger than twenty-five percent (25%) the gross floor area of the principal dwelling.

- d. Only persons residing on the premises may be employed by the home occupation.
- e. The home occupation shall not involve the retail sale of merchandise manufactured off the premises. No display of goods, products, services, merchandise, or any form of advertising shall be visible from outside the dwelling.
- f. No outside storage shall be allowed in connection with any home occupation.
- g. Instruction in music, dance, art or similar subjects shall be limited to four (4) students at a time.
- h. No traffic shall be generated by the home occupation in greater volumes than would normally be expected in a residential neighborhood, and any parking need generated by the home occupation shall be provided for off street and other than in the front yard.
- i. Signage for the home occupation shall be regulated in accordance with Section 26-180 of this chapter.

~~(3839)~~ *Kennels.*

- a. Use districts: Rural; Office and Institutional; Rural Commercial; General Commercial, M-1 and LI Light Industrial.
- b. Any building (which is part of a kennel) housing animals shall be located a minimum of one hundred and fifty (150) feet from any residentially zoned or used property.
- c. Fenced outdoor runs are allowed for use only during the hours of 6:00 a.m. to 10:00 p.m.; however, no animal may be kept in the run for boarding purposes, and pens for the animals must be located indoors. Feeding of animals must be conducted indoors and is prohibited in the runs.
- d. All animal refuse and food must be kept in airtight containers and disposed of on a regular basis. Animal wastes shall not be stored any closer than fifty (50) feet from any property line or surface waters.

~~(3940)~~ *Libraries.*



- a. Use districts: Rural; Rural Residential; Residential, Single-Family, Estate; Residential, Single-Family, Low Density; Residential, Single-Family, Medium Density; Residential, Single-Family, High Density; Manufactured Home Park; Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density.
- b. No parking shall be allowed in the required front yard.

(~~4041~~) *Lumber and Other Construction Materials.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

(~~4142~~) *Machinery, Equipment and Supplies.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.

- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

(~~4243~~) *Manufactured home sales.*

- a. Use districts: General Commercial; M-1 Light Industrial.
- b. Sales and storage areas shall be screened from adjacent residentially zoned or used properties.

(~~4344~~) *Manufactured home parks.*

- a. Use districts: Manufactured Home; M-1 Light Industrial.
- b. All manufactured home park development plans must be approved by DHEC.
- c. Uses permitted within any manufactured home park shall be regulated in accordance with the underlying zoning district. See Article V. of this chapter. Unless otherwise, specified, all minimum development standards for the underlying zoning district apply.
- d. All manufactured home parks must provide water and sanitary sewer to each manufactured home site, subject to DHEC requirements. All manufactured homes within the site are required to connect to water, sanitary sewers, and electricity.
- e. The minimum area required for the development of a manufactured home park shall be five (5) acres.
- f. The maximum density of a manufactured home park shall not exceed six (6) units per acre.
- g. A minimum of seven thousand two hundred sixty (7,260) square feet is required for each manufactured home site within the manufactured home park development.
- h. A minimum width of sixty (60) feet is required for each manufactured home site within the manufactured home park development.
- i. All manufactured homes shall be set back from exterior road rights-of-way a minimum of thirty-five (35) feet, and shall be set

back a minimum of fifteen (15) feet from all other exterior property lines.

If the landscape and buffer yard standards require additional setbacks, the most restrictive shall apply. See Section 26-176 of this chapter.

- j. All manufactured homes shall be set back from interior road rights-of-way a minimum of fifteen (15) feet. Additionally, the following minimum spacing between manufactured home structures shall apply:
  - 1. Front to front: 35 feet.
  - 2. Front to side: 25 feet.
  - 3. Front to rear: 35 feet.
  - 4. Rear to rear: 25 feet.
  - 5. Rear to side: 25 feet.
  - 6. Side to side: 25 feet.
- k. Common area open space (meeting the requirements set forth in Sections 26-184(b)(2)&(3) of this chapter) shall be provided for each manufactured home park. A minimum of twenty percent (20%) of the total development area shall be reserved for open space. However, in no event shall the required open space within a manufactured home development be less than three hundred (300) square feet. In order to expand an existing manufactured home park development, the minimum open space requirements must be met.

(4445) *Market showrooms.*

- a. Use districts: General Commercial.
- b. Display areas shall exist within permanent buildings only.

(4546) *Motor Vehicles, New Parts and Supplies.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.

- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

(4647) *Motor Vehicles, Tires and Tubes.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

(4748) *Nondurable Goods, Not Otherwise Listed.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.



- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

(~~4849~~) *Paints and Varnishes.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

(~~4950~~) *Pet Care Services.*

- a. Use districts: Neighborhood Commercial, Rural Commercial.
- b. All pet care services shall be conducted inside an enclosed structure.

(~~5051~~) *Petroleum and coal products manufacturing.*

- a. Use districts: Heavy Industrial.
- b. Gravel or paved roadways shall be provided to all storage tanks.

- c. Security fencing, a minimum of six (6) feet in height, shall be provided along the entire boundary of such facilities.
- d. Storage tanks protected by either an attached extinguishing system approved by the fire marshal, or an approved floating roof, shall not be located closer to an exterior property line than a distance of either the diameter or the height of the tank, whichever is greater. However, regardless of the diameter or height of the tank, in no event shall the required distance be greater than one hundred twenty (120) feet. Storage tanks not equipped as indicated above shall not be located closer to an exterior property line than a distance equal to one and one half (1½) times the greater dimension of either the diameter or the height of the tank. However, regardless of the diameter or height of the tank, in no event shall the required distance be greater than one hundred seventy-five (175) feet. Storage tanks and loading facilities shall be located a minimum of five hundred (500) feet from any existing residence or residentially zoned property.
- e. All storage facilities shall comply with the latest regulations of the National Fire Protection Association.
- f. All other federal, state, and local laws shall be met.

*(~~51~~52) Petroleum and petroleum products.*

- a. Use districts: Heavy Industrial; M-1 Light Industrial.
- b. Gravel or paved roadways shall be provided to all storage tanks.
- c. Security fencing, a minimum of six (6) feet in height, shall be provided along the entire boundary of such facilities.
- d. Storage tanks protected by either an attached extinguishing system approved by the fire marshal, or an approved floating roof, shall not be located closer to an exterior property line than a distance of either the diameter or the height of the tank, whichever is greater. However, regardless of the diameter or height of the tank, in no event shall the required distance be greater than one hundred twenty (120) feet. Storage tanks not equipped as indicated above shall not be located closer to an exterior property line than a distance equal to one and one half (1½) times the greater dimension of either the diameter or the height of the tank. However, regardless of the diameter or height of the tank, in no event shall the required distance be greater than one hundred seventy-five (175) feet. Storage tanks and loading facilities shall be

located a minimum of five hundred (500) feet from any existing residence or residentially zoned property.

- e. All storage facilities shall comply with the latest regulations of the National Fire Protection Association.
- f. All other federal, state, and local laws shall be met.

~~(5253)~~ *Places of worship.*

- a. Use districts: Rural; Rural Residential; Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density; Rural Commercial.
- b. Facilities for a place of worship located on a site of three (3) acres or more shall have primary access to the facility from a collector or thoroughfare road.
- c. No parking space or drive shall be located closer than twenty (20) feet to a residence not associated with the place of worship. No parking area may be located in the front setback.
- d. The front setback shall be the same as permitted in the respective district, but shall not be less than the lesser setback of any existing homes on adjacent lots. The side and rear setbacks shall be thirty (30) feet.

~~(5354)~~ *Plumbing and Heating Equipment and Supplies.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.

- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

~~(5455)~~ *Poultry farms.*

- a. Use districts: Rural.
- b. Not more than one (1) animal unit shall be kept per six thousand (6,000) square feet of land.
- c. All areas containing poultry shall be located no closer than one hundred and fifty (150) feet from any abutting residentially zoned or used property.

~~(5556)~~ *Produce stands.*

- a. Use districts: Rural.
- b. Produce stands operating year-round must be located on the property on which the crops for sale are produced.
- c. Produce stands operating seasonally (i.e. for no more than six (6) months in any one calendar year) shall be located no closer than five (5) feet from a road right-of-way. Adequate off-street parking shall be provided.

~~(5657)~~ *Public or private parks.*

- a. Use districts: All Districts.
- b. Overflow parking shall be designated on the site plan and shall be kept available to handle all traffic from special events.
- c. All parks greater than ten (10) acres shall have primary access to a collector or thoroughfare road.

~~(5758)~~ *Public recreation facilities.*

- a. Use districts: All Districts.
- b. Overflow parking shall be designated on the site plan and shall be kept available to handle all traffic from special events.
- c. All recreation facilities greater than ten (10) acres shall have primary access to a collector or thoroughfare road.



- d. Lights shall be positioned and shielded so as not to shine onto adjacent properties.
- e. Loud speaker systems shall not be operated before 8:00 a.m. or after 10:00 p.m.

(~~5859~~) Radio, Television, and Other Similar Transmitting Towers.

- a. Use districts: M-1 Light Industrial.
- b. Communication towers shall have a maximum height of three hundred (300) feet. For towers on buildings, the maximum height shall be twenty (20) feet above the roofline of buildings forty (40) feet or four stories in height or less. For buildings greater than four stories or forty-one (41) feet in height, the maximum height of communication towers shall be forty feet above the roofline.
- c. The minimum setbacks for communication towers from certain uses shall be as follows:
  - 1. In no case shall a communication tower be located within fifty (50) feet of a residential zoning district or an inhabited residential dwelling.
  - 2. For towers in excess of fifty (50) feet, the setback shall increase one (1) foot for each foot of height of the tower as measured from the base of the tower. The maximum required separation being two hundred and fifty (250) feet.
- d. The proposed user must show proof of an attempt to collocate on existing communication towers, and must be willing to allow other users to collocate on the proposed tower in the future subject to engineering capabilities of the structure. Evidence of an attempt to collocate must show that alternative towers, buildings, or other structures are not available for use within the applicant's tower site search area that are structurally capable of supporting the intended antenna or meeting the applicant's necessary height criteria, or provide a location free of interference from other communication towers.
- e. Towers shall be illuminated as required by the Federal Communications Commission, Federal Aviation Administration, or other regulatory agencies. However, no nighttime strobe lighting shall be incorporated unless required by the Federal Communications Commission, the Federal Aviation Administration, or other regulatory agency.

- f. Each communication tower and associated buildings shall be enclosed within a fence at least seven (7) feet in height.
- g. Each communication tower site shall be landscaped in accordance with the requirements of Section 26-176 of this chapter.
- h. No signage may be attached to any portion of a communications tower. Signs for the purpose of identification, warning, emergency function or contact or other as required by applicable state or federal rule, law, or regulation may be placed as required by standard industry practice.
- i. A communications tower which is no longer used for communications purposes must be dismantled and removed within one hundred twenty (120) days of the date the tower is taken out of service.

*(5960) Recreational vehicle parks and recreation camps.*

- a. Use districts: Rural.
- b. Uses permitted within a recreational vehicle park and recreation camp shall include: recreational vehicle sites, camp sites, recreation facilities, common buildings and facilities (laundry, dining, etc.), and management offices (which may include living quarters for the operator or manager of the park/camp).
- c. A minimum of five (5) acres is required for a recreational vehicle park or recreation camp.
- d. For recreational vehicle parks, there shall be a minimum net space of six hundred ninety (690) square feet for each RV space. A distance of at least ten (10) feet shall be maintained between trailers and/or structures. Any accessory structures or attachments shall, for the purpose of this requirement, be considered a part of the trailer or recreational vehicle.
- e. For recreational vehicle parks, each travel trailer or recreational vehicle area shall be connected to an approved water supply system that provides an accessible, adequate, safe, and potable supply of water. An adequate and safe sewer system, approved by DHEC, shall be provided in all travel trailer/recreational vehicle parking areas.

- f. In recreational vehicle parks, neither any person nor any travel trailer/recreational vehicle shall occupy a trailer space or travel trailer parking space for a period in excess of thirty (30) days. A registry of all occupants, the space occupied, the time of arrival, and time of departure shall be maintained by the owner or operator of the travel trailer/recreational vehicle parking facility.
- g. Adequate off-street parking and maneuvering space shall be provided on site. The use of any public road, sidewalk, or right-of-way for the purpose of parking or maneuvering vehicles is prohibited.

~~(6061)~~ *Rental centers, with outside storage.*

- a. Use districts: General Commercial.
- b. All storage areas shall be screened from adjacent residentially zoned or used properties.
- c. Lighting shall be directed and shielded so as not to shine across to adjacent properties.

~~(6162)~~ *Repair and maintenance service, appliance and electronics.*

- a. Use districts: Rural Commercial; General Commercial; M-1 and LI Light Industrial.
- b. No outside storage of appliances, equipment, or parts shall be permitted.

~~(6263)~~ *Research and development services.*

- a. Use districts: Office and Institutional.
- b. Research using dangerous hazardous materials is prohibited.
- c. All research and development operations must be conducted indoors.

~~(6364)~~ *Schools, including public and private schools, having a curriculum similar to those given in public schools.*

- a. Use districts: Rural; Rural Residential; Residential, Single-Family, Estate; Residential, Single-Family, Low Density; Residential, Single-Family, Medium Density; Residential, Single-Family, High



Density; Manufactured Home Park; Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density.

- b. The minimum lot size for a school shall be two (2) acres.
- c. Parking and active recreation areas shall not be located within any required setback.
- d. Primary access shall be provided from a collector or a thoroughfare road.

(6465) *Sexually oriented businesses.*

- a. Use districts: General Commercial, Heavy Industrial.

- b. *Purpose and Findings:*

- 1. The purpose of this subsection is to regulate sexually oriented businesses in order to promote the health, safety, morals, and general welfare of the citizens of Richland County, and to establish reasonable and uniform regulations to prevent or reduce to any extent the secondary effects of sexually oriented businesses within the County. The provisions of this subsection have neither the purpose nor effect of imposing a limitation or restriction on the content of or reasonable access to any communicative materials or expression. Similarly, it is neither the intent nor effect of these regulations to restrict or deny access by adults to sexually oriented materials or expression protected by the First Amendment of the United States Constitution, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this subsection to condone or legitimize the distribution or exhibition of obscenity.
- 2. Based on evidence of the adverse secondary effects of sexually oriented businesses presented in hearings and reports made available to the Richland County Council, and on the findings, interpretations, and narrowing constructions incorporated in the cases of *City of Littleton v. Z.J. Gifts D-4, LLC*, 124 S. Ct. 2219 (2003); *City of Los Angeles v. Alameda Books, Inc.*, 535 U.S. 425 (2002); *Pap's A.M. v. City of Erie*, 529 U.S. 277 (2000); *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986); *Young v. American Mini Theatres*, 427 U.S. 50 (1976);

*Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *California v. LaRue*, 409 U.S. 109 (1972); *Chesapeake B & M, Inc. v. Harford County*, 58 F.3d 1005 (4<sup>th</sup> Cir. 1995); *Giovani Carandola, Ltd. v. Fox*, 470 F.3d 1074 (4<sup>th</sup> Cir. 2006); *Centaur v. Richland County*, 392 S.E.2d 165 (S.C. 1990); and other cases; and on reports of secondary effects occurring in and around sexually oriented businesses, including, but not limited to, Phoenix, Arizona (1979); Minneapolis, Minnesota (1980); Houston, Texas (1987); Indianapolis, Indiana (1984); Amarillo, Texas (1977); Garden Grove, California (1991); Los Angeles, California (1977); Whittier, California (1978); Austin, Texas (1986); Seattle, Washington (1989); Oklahoma City, Oklahoma (1986); El Paso, Texas (1986); New York City, New York (1994); Dallas, Texas (1997); Newport News, Virginia (1996); New York Times Square Study (1994); Phoenix, Arizona (1995-1998); Greensboro, North Carolina (2003); Toledo, Ohio (2002); Centralia, Washington (2004); and also from the reports of “Sexually Oriented Businesses: An Insider’s View,” by David Sherman, presented to the Michigan House Committee on Ethics and Constitutional Law, January 12, 2000; “Survey of Appraisers Fort Worth & Dallas, Effects of Land Uses on Surrounding Property Values, by Duncan Associates, September 2004; and the Report of the Attorney General’s Working Group on the Regulation of Sexually Oriented Businesses, (June 6, 1989, State of Minnesota), the Richland County Council finds:

- (a) Sexually oriented businesses, as a category of commercial uses, are associated with a wide variety of adverse secondary effects including, but not limited to, personal and property crimes, public safety risks, prostitution, potential spread of disease, lewdness, public indecency, illicit sexual activity, illicit drug use and drug trafficking, negative impacts on surrounding properties, litter, and sexual assault and exploitation.
- (b) Each of the foregoing negative secondary effects constitutes a harm which the County has a substantial government interest in preventing and/or abating in the future. This substantial government interest in preventing secondary effects, which is the County’s rationale for this ordinance, exists independent of any comparative analysis between sexually oriented and non-sexually oriented

businesses. Additionally, the County's interest in regulating sexually oriented businesses extends to future secondary effects that could occur in the County related to current sexually oriented businesses in the future as well as sexually oriented businesses that may locate in the County in the future. The County Council finds that the cases and secondary effects documentation relied on in this ordinance are reasonably believed to be relevant to said secondary effects.

c. *Classification.* Sexually oriented businesses are classified as follows:

1. Adult arcades;
2. Adult bookstores or adult video stores;
3. Adult cabarets;
4. Adult motels;
5. Adult motion picture theaters;
6. Sexual device shops; and
7. Sexual encounter centers.

d. *Location of Sexually Oriented Businesses:*

1. A sexually oriented business currently in operation or established subsequent to the enactment of this Ordinance shall comply with the provisions herein.
2. All sexually oriented businesses shall be located within a General Commercial or Heavy Industrial District.
3. A sexually oriented business shall not be located within one thousand (1,000) feet of any place of worship, a public or private elementary or secondary school, a child care center or kindergarten, orphanage, a boundary of any residential district, a boundary of a parcel designated and assessed as residential use by the Richland County Assessor's Office; or a public park.



4. A sexually oriented business shall not be located within one thousand (1,000) feet of another sexually oriented business.
  5. The operation, establishment, or maintenance of more than one (1) sexually oriented business is prohibited in the same building, structure, or portion thereof, or the increase of floor areas of any sexually oriented business in any building, structure, or portion thereof containing another sexually oriented business.
  6. For the purpose of this subparagraph d. 3., above, measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest property line of the premises where a sexually oriented business is conducted, to the nearest property line of the premises of a place of worship, or public or private elementary or secondary school, daycare facility, kindergarten, orphanage, a boundary of any residential district, a boundary of a parcel designated and assessed as residential use by the Richland County Assessor's Office, or a public park. Presence of a city or other political subdivision boundary shall be irrelevant for purposes of calculating and applying the distance requirements of this section.
  7. For the purpose of subparagraph d. 4. above, the distance between any two (2) sexually oriented businesses shall be measured in a straight line, without regard to intervening structures or objects, from the nearest property line of the premises where a sexually oriented business is conducted to the nearest property line of another premises where a sexually oriented business is conducted.
- e. *Regulations pertaining to Sexually Oriented Businesses that offer Viewing Room(s).*

A person who operates or causes to be operated a sexually oriented business, other than an adult motel, which exhibits on the premises in a viewing room of less than one hundred fifty (150) square feet of floor space, adult media, or live entertainment characterized by emphasis on exposure or display of specified sexual activities or specified anatomical areas, shall comply with the following requirements:

1. A diagram of the premises showing a plan thereof specifying the location of one or more manager's stations

and the location of all overhead lighting fixtures and designating any portion of the premises in which patrons will not be permitted must be provided to the Zoning Administrator. A manager's station may not exceed thirty-two (32) square feet of floor area. A professionally prepared diagram in the nature of an engineer's or architect's blueprint shall not be required; however, each diagram should be oriented to the north or to some designated street or object and should be drawn to a designated scale or with marked dimensions sufficient to show the various internal dimensions of all areas of the interior of the premises to an accuracy of plus or minus six (6) inches.

2. The diagram shall be sworn to be true and correct by the applicant.
3. No alteration in the configuration or location of a manager's station may be made without the prior approval of the zoning administrator.
4. It is the duty of the owner(s) and operator(s) of the premises to ensure that at least one (1) employee is on duty and situated in each manager's station at all times that any patron is present inside the premises.
5. The interior of the premises shall be configured in such a manner that there is an unobstructed view from a manager's station of every area of the premises to which any patron is permitted access for any purpose, excluding restrooms. Restrooms may not contain video reproduction equipment. If the premises has two (2) or more manager's stations designated, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of each area of the premises to which any patron is permitted access for any purpose from at least one (1) of the manager's stations. The view required in this subparagraph must be by direct line of sight from the manager's station.
6. It shall be the duty of the owner(s) and operator(s), and it shall also be the duty of any agents and employees present in the premises, to ensure that the view area specified in subparagraph (5) above remains unobstructed by any doors, walls, merchandise, display racks, or other materials at all times and to ensure that no patron is permitted access to



any area of the premises that has been designated as an area in which patrons will not be permitted in the diagram submitted pursuant to subparagraph (1) above.

7. No viewing room may be occupied by more than one (1) patron or customer at any time.
  8. The premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to which patrons are permitted access at an illuminations of not less than one (1) foot-candle as measured at the floor level.
  9. It shall be the duty of the owner(s) and operator(s), and it shall also be the duty of any agents and employees present in the premises, to ensure that the illuminations described above, is maintained at all times that any patron is present in the premises.
  10. No owner or operator shall allow openings of any kind to exist between viewing rooms.
  11. The operator or owner shall, during each business day, regularly inspect the walls between the viewing booths to determine if any openings or holes exist.
  12. The owner or operator shall cause all floor coverings in viewing booths to be nonporous, easily cleanable surfaces with no rugs or carpets.
  13. The owner or operator shall cause all wall surfaces and ceiling surfaces in viewing booths to be constructed of, or permanently covered by, nonporous, easily cleanable material.
- f. *Regulations pertaining to adult cabarets and sexual encounter centers.* It shall be a violation of this chapter for an employee, independent contractor, or person under a similar arrangement with any owner, operator, manager, agent, shareholder of an adult cabaret or sexual encounter center, while located within an adult cabaret or sexual encounter center, to appear in a manner that does not conform to the definition of semi-nude.
- g. *Exemptions.* The following activities or businesses are exempt from the requirements of section 26-151(c)(64):

1. A business or organization in which a person serves as a model for a drawing, painting, sketching, sculpture or other similar art studio class operated:
  - (a) By a university or college or other institution of higher education; or
  - (b) By a non-profit arts organization, such as a museum, gallery, artist association or arts cooperative.
2. A professional or community theater, or a theater affiliated with an institution of higher education, that produces works of dramatic arts in which actors or actresses occasionally appear on stage in a state of semi-nudity, nudity, or in any state of undress as part of his or her dramatic role.

h. *Administrative Decision-making Process; Appeals.*

1. Under no circumstances shall staff review and decision-making of an application of a sexually oriented business for a permitted use with special requirements, including determination of completeness, extend beyond fifteen business (15) days from the date of receipt of an application. In the event that a County official is required to take an act or do a thing pursuant to section 26-55 of the Richland County Code of Ordinances and any other section referenced therein, and fails to take such an act or do such a thing within the time prescribed, such failure shall not prevent the exercise of constitutional rights of an applicant. If the County fails to inform an applicant, by any reasonable means, of a decision by the County by the close of business on the fifteenth (15) business day from receipt of application, the application shall be deemed granted and the applicant allowed to commence or continue operation the day after the deadline for action has passed.
2. Under no circumstances shall an appeal of an administrative decision pursuant to section 26-58 of the Richland County Code of Ordinances concerning an application by a sexually oriented business for a permitted use with special requirements exceed a time period of seventy-five (75) business days from the date of receipt of an appeal to the Board of Zoning Appeals. In the event that a County official, including the Board of Zoning Appeals, is required to take an act or do a thing pursuant to section

26-58 of the Richland County Code of Ordinances and any other section referenced therein, and fails to take such an act or do such a thing within the time prescribed, such failure shall not prevent the exercise of constitutional rights of an applicant. If the County fails to inform an applicant, by any reasonable means, of a decision by the Board of Zoning Appeals by the close of business on the sixtieth (60<sup>th</sup>) business day from receipt of an appeal, the application shall be deemed granted and the applicant allowed to commence or continue operation the day after the deadline for action has passed.

- i. Amortization; Conforming Use.
  - 1. Any sexually oriented business in operation before the effective date of this ordinance that does not comply with the location restrictions found in subsection (d) above is permitted to continue its operation for a period not to exceed three years from the effective date of this ordinance. During this period of non-compliance, such continued operation shall not be increased, enlarged, extended, or altered.
  - 2. A sexually oriented business lawfully operating as a conforming use is not rendered a nonconforming use by the subsequent location, of a place of worship, a public or private elementary or secondary school, a child care facility or kindergarten, orphanage, a boundary of any residential district, a boundary of a parcel designated and assessed as residential use by the Richland County Assessor's Office, or a public park within one thousand (1,000) feet of the sexually oriented business.

*(6566) Sporting Firearms and Ammunition.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.



- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

~~(6667)~~ *Swim and Tennis Clubs.*

- a. Use Districts. Traditional Recreation Open Space.
- b. There shall be a minimum fifty (50) foot setback between clubhouses, swimming pools, lighted tennis courts, or athletic fields and adjacent residentially zoned or used property.
- c. Lights shall be positioned so as not to shine onto adjacent properties.

~~(6768)~~ *Swimming pools.*

- a. Use districts: Traditional Recreation Open Space; Neighborhood Mixed Use; Rural; Rural Residential; Residential, Single-Family, Estate; Residential, Single-Family, Low Density; Residential, Single-Family, Medium Density; Residential, Single-Family, High Density; Manufactured Home Park; Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density; Office and Institutional; Neighborhood Commercial; Rural Commercial; General Commercial.
- b. Swimming pools shall be protected by a fence or equal enclosure, a minimum of four (4) feet in height, and equipped with a self-closing gate provided with hardware for permanent locking.
- c. No private residential swimming pool that is located in a residential district shall be operated as, or in conjunction with, a business, day care operation, bed and breakfast, or a home occupation.
- d. Pools shall be located so as to comply with the minimum setback requirements for accessory buildings.

~~(6869)~~ *Tobacco and Tobacco Products.*

- a. Use districts: General Commercial.

- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

(6970) *Utility substations.*

- a. Use districts: All Districts.
- b. All buildings shall observe accessory building setbacks. Transformer stations shall observe the principal building setback regulations.
- c. Equipment that produces noise or sound in excess of seventy (70) decibels shall be located no closer than one hundred (100) feet to the nearest residence.
- d. Transformer stations shall be screened from adjacent properties and from roads with a vegetative screen that, at a minimum, meets the standards listed in Section 26-176(h).

(7071) *Veterinary services (non-livestock, may include a totally enclosed kennel operated in connection with veterinary services).*

- a. Use districts: Office and Institutional; Neighborhood Commercial.
- b. Veterinary services shall not include provisions for kennels or boarding of animals not undergoing treatment.
- c. All buildings used in the operation shall be soundproofed and air-conditioned.
- d. Outside activity shall be limited to six (6) hours per day or fewer.

- e. Where the lot is adjacent to a residential zoning district or residential use, a side yard of not less than ten (10) feet shall be maintained.
- f. All animal refuse and food must be kept in airtight containers and disposed of on a regular basis.

~~(7172)~~ *Warehouses (general storage, enclosed, not including storage of any hazardous materials or waste as determined by any agency of the federal, state, or local government).*

- a. Use districts: Office and Institutional; Neighborhood Commercial; Rural Commercial; General Commercial.
- b. Warehouses (enclosed, general storage, non-hazardous) are allowed in the various districts listed above as follows:
  - 1. In the Office and Institutional and the Neighborhood Commercial districts, warehousing is permitted as an accessory use not involving over two thousand (2,000) square feet of floor area.
  - 2. In the Rural Commercial and the General Commercial districts, warehousing is permitted as an accessory use not involving over twelve thousand (12,000) square feet of gross floor area.

~~(7273)~~ *Warehouses (self-storage).*

- a. Use districts: Rural Commercial, General Commercial, M-1 and LI Light Industrial.
- b. Any side of the building providing doorways to storage areas shall be set back from the property line not less than an additional twenty-five (25) feet of the required setback.
- c. Off-street parking shall be as follows:
  - 1. One space for each ten (10) storage cubicles. This parking requirement may be satisfied with parking lanes as established below.
  - 2. Two parking spaces for any manager's quarters.



3. In addition to subsection 1. above, one (1) space for every fifty (50) storage cubicles, to be located adjacent to the project office for the use of prospective clients.
- d. On-site driveway widths shall be required as follows:
    1. All one-way driveways shall provide for one ten (10) feet parking lane and one fifteen (15) feet travel lane. Traffic direction and parking shall be designated by signage or painting.
    2. All two-way driveways shall provide for one ten (10) feet parking lane and two twelve (12) feet travel lanes.
    3. The parking lanes may be eliminated when the driveway does not directly serve any storage cubicles.
  - e. Retail and wholesale uses, and the storage of hazardous materials, shall be prohibited in self storage warehouses. Notice of such prohibition shall be given to customers by a conspicuous sign posted at the entrance to the property, or by provisions in the lease agreement, or both.
  - f. Any outside storage area for vehicles, trailers, campers, boats, or the like shall be separate from any structures and located to one side or to the rear of the development. Spaces shall be located a minimum of twenty-five (25) feet from any adjacent property line, and in no case shall these spaces be counted towards meeting the parking requirements of this subsection c. above.
  - g. All lights shall be shielded so as to direct light onto the uses established, and away from adjacent property; but lighting may be of sufficient intensity to discourage vandalism and theft.

~~(7374)~~ *Yard Sales.*

- a. Use districts: Rural; Rural Residential; Residential, Single-Family, Estate; Residential, Single-Family, Low Density; Residential, Single-Family, Medium Density; Residential, Single-Family, High Density; Manufactured Home Park; Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density; Office and Institutional; Neighborhood Commercial; Rural Commercial; General Commercial.
- b. Yard sales shall be limited to two (2) occurrences within a twelve (12) month period.



- c. Each occurrence shall be no longer than two (2) days and only during the daylight hours.

(7475) *Zoos and Botanical Gardens.*

- a. Use districts: General Commercial; M-1 Light Industrial.
- b. There shall be a minimum one hundred (100) foot setback between all activities associated with the use and any adjacent residential property.
- c. All zoos and botanical gardens shall have primary access to collector or thoroughfare roads.

SECTION III. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; “Institutional, Educational and Civic Uses” of Table 26-V-2.; is hereby amended to read as follows:

(ORDINANCE CONTINUES ON NEXT PAGE)

| USE TYPES  | TROS      | RU        | RR        | RS-E      | RS-LD     | RS-MD     | RS-HD     | MH        | RM-MD     | RM-HD     | OI        | NC        | RC        | GC        | M-1       | LI        | HI        |
|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| <u>Institutional, Educational and Civic Uses</u>               |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |
| Ambulance Services, Emergency                                  |           | P         | P         | P         | P         | P         | P         | P         | P         | P         | P         | P         | P         | P         | P         | P         | P         |
| Ambulance Services, Transport                                  |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |
| Animal Shelters  |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |
| Auditoriums, Coliseums, Stadiums                               |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |
| <u>Bus Shelters/Bus Benches</u>                                | <u>SR</u> | <u>SR</u> | <u>SR</u> | <u>SR</u> | <u>SR</u> | <u>SR</u> | <u>SR</u> | <u>SR</u> | <u>SR</u> | <u>SR</u> | <u>SR</u> | <u>SR</u> | <u>SR</u> | <u>SR</u> | <u>SR</u> | <u>SR</u> | <u>SR</u> |
| Cemeteries, Mausoleums   |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |
| Colleges and Universities                                      |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |
| Community Food Services  |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |
| Correctional Institutions                                      |           | SE        |           |           |           |           |           |           |           |           |           |           |           |           |           | SE        | SE        |
| Courts   |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |
| Day Care, Adult, Home Occupation (5 or Fewer)                  |           | SR        | SR        | SR        | SR        | SR        | SR        | SR        | SR        | SR        | SR        | SR        | SR        | SR        | SR        |           |           |
| Day Care Centers, Adult  |           | SR        |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |
| Day Care, Child, Family Day Care, Home Occupation (5 or Fewer) |           | SR        | SR        | SR        | SR        | SR        | SR        | SR        | SR        | SR        | SR        | SR        | SR        | SR        | SR        |           |           |
| Day Care, Child, Licensed Center                               |           | SR        |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |
| Fire Stations  |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |
| Government Offices   |           | P         | P         | P         | P         | P         | P         | P         | P         | P         | P         | P         | P         | P         | P         | P         | P         |
| Hospitals  |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |
| Individual and Family Services, Not Otherwise Listed           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |
| Libraries  |           | SR        | SR        | SR        | SR        | SR        | SR        | SR        | SR        | SR        | SR        | SR        | SR        | SR        | SR        |           |           |
| Museums and Galleries  |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |
| Nursing and Convalescent Homes                                 |           | SE        | SE        |           |           |           |           |           |           |           |           |           |           |           |           |           |           |
| Orphanages   |           | SE        | SE        |           |           |           |           |           |           |           |           |           |           |           |           |           |           |
| Places of Worship  |           | SR        | SR        | SE        | SE        | SE        | SE        | SE        | SR        | SR        | P         | P         | SR        | P         | P         | P         | P         |
| Police Stations, Neighborhood                                  |           | P         | P         | P         | P         | P         | P         | P         | P         | P         | P         | P         | P         | P         | P         | P         | P         |
| Post Offices   |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |
| Postal Service Processing & Distribution                       |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |
| Schools, Administrative Facilities                             |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |
| Schools, Business, Computer and Management Training            |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |
| Schools, Fine Arts Instruction                                 |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |
| Schools, Junior Colleges                                       |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |           |

| USE TYPES  | TROS | RU | RR | RS-E | RS-LD | RS-MD | RS-HD | MH | RM-MD | RM-HD | OI | NC | RC | GC | M-1 | LI | HI |
|--|------|----|----|------|-------|-------|-------|----|-------|-------|----|----|----|----|-----|----|----|
| Schools, Including Public and Private, Having a Curriculum Similar to Those Given in Public Schools) |      | SR | SR | SR   | SR    | SR    | SR    | SR | SR    | SR    | P  | P  | P  | P  | SE  |    |    |
| Schools, Technical and Trade (Except Truck Driving)  |      |    |    |      |       |       |       |    |       |       | P  | P  | P  | P  | P   | P  |    |
| Schools, Truck Driving   |      |    |    |      |       |       |       |    |       |       |    |    |    | P  | P   | P  | P  |
| Zoos and Botanical Gardens   | SE   |    |    |      |       |       |       |    |       |       | SE |    | SE | SR | SR  |    |    |

SECTION IV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General development, Site, and Performance Standards; Section 26-180, Signs; Subsection (e), Prohibited Signs; Paragraph (9), Signs Located in the Right-of-Way; is hereby amended to read as follows:

- (9) *Signs located in the right-of-way.* All signs located in the right-of-way, unless specifically allowed elsewhere in this chapter.

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

SECTION VII. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

ATTEST THIS THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2009

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: September 22, 2009 (tentative)  
First Reading: September 22, 2009 (tentative)  
Second Reading:  
Third Reading:

# Richland County Council Request of Action

**Subject**

An Ordinance Amending Section V, Zoning Districts and District Standards; and Article VI, Supplemental Use Standards; so as to provide for a parks and recreation district [**SECOND READING**] [**PAGES 119-126**]

**Notes**

First Reading: September 22, 2009  
Second Reading:  
Public Hearing: September 22, 2009  
Third Reading:



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-09HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE II, RULES OF CONSTRUCTION/DEFINITIONS; ARTICLE V, ZONING DISTRICTS AND DISTRICT STANDARDS; AND ARTICLE VI, SUPPLEMENTAL USE STANDARDS; SO AS TO PROVIDE FOR A PARKS AND RECREATION DISTRICT.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-83, Establishment of Zoning Districts; Subsection (b), General Use Districts; is hereby amended to read as follows:

- (b) *General use districts.* General use districts are those in which a variety of uses are permitted. For the purpose of this chapter, the zoning jurisdiction of Richland County, South Carolina, is hereby divided into the following general use zoning districts:

|           |  |
|-----------|--|
| <u>PR</u> | <u>Parks and Recreation District</u>                 |
| TROS      | Traditional Recreation Open Space District           |
| RU        | Rural District                                       |
| RR        | Rural Residential District                           |
| RS-E      | Residential, Single-Family – Estate District         |
| RS-LD     | Residential, Single-Family - Low Density District    |
| RS-MD     | Residential, Single-Family - Medium Density District |
| RS-HD     | Residential, Single-Family - High Density District   |
| MH        | Manufactured Home District                           |
| RM-MD     | Residential, Multi-Family - Medium Density District  |
| RM-HD     | Residential, Multi-Family - High Density District    |
| OI        | Office and Institutional District                    |
| NC        | Neighborhood Commercial District                     |
| RC        | Rural Commercial District                            |
| GC        | General Commercial District                          |
| M-1       | Light Industrial District                            |
| LI        | Light Industrial District                            |
| HI        | Heavy Industrial District                            |

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-84. TROS Traditional Recreation Open Space District” is hereby amended to read as follows:

**Sec. 26-8485. TROS Traditional Recreation Open Space District.**



SECTION III. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-85. RU Rural District” is hereby amended to read as follows:

**Sec. 26-~~85~~86. RU Rural District.**

SECTION IV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-86. RR Rural Residential District” is hereby amended to read as follows:

**Sec. 26-~~86~~87. RR Rural Residential District.**

SECTION V. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-87. RS-E Residential, Single-Family Estate District” is hereby amended to read as follows:

**Sec. 26-~~87~~88. RS-E Residential, Single-Family Estate District.**

SECTION VI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-88. RS-LD Residential, Single-Family Low Density District” is hereby amended to read as follows:

**Sec. 26-~~88~~89. RS-LD Residential, Single-Family Low Density District.**

SECTION VII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-89. RS-MD Residential, Single-Family Medium Density District” is hereby amended to read as follows:

**Sec. 26-~~89~~90. RS-MD Residential, Single-Family Medium Density District.**

SECTION VIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-90. RS-HD Residential, Single-Family High Density District” is hereby amended to read as follows:

**Sec. 26-~~90~~91. RS-HD Residential, Single-Family High Density District.**

SECTION IX. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-91. MH Manufactured Home Residential District” is hereby amended to read as follows:

**Sec. 26-~~91~~92. MH Manufactured Home Residential District.**

SECTION X. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-92. RM-MD Residential, Multi-Family Medium Density District” is hereby amended to read as follows:

**Sec. 26-~~92~~93. RM-MD Residential, Multi-Family Medium Density District.**

SECTION XI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-93. RM-HD Residential, Multi-Family High Density District” is hereby amended to read as follows:

**Sec. 26-~~93~~94. RM-HD Residential, Multi-Family High Density District.**

SECTION XII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-94. OI Office and Institutional District” is hereby amended to read as follows:

**Sec. 26-~~94~~95. OI Office and Institutional District.**

SECTION XIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-95. NC Neighborhood Commercial District” is hereby amended to read as follows:

**Sec. 26-~~95~~96. NC Neighborhood Commercial District.**

SECTION XIV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-96. RC Rural Commercial District” is hereby amended to read as follows:

**Sec. 26-~~96~~97. RC Rural Commercial District.**

SECTION XV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-97. GC General Commercial District” is hereby amended to read as follows:

**Sec. 26-~~97~~98. GC General Commercial District.**

SECTION XVI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-98. M-1 Light Industrial District” is hereby amended to read as follows:

**Sec. 26-~~98~~99. M-1 Light Industrial District.**

SECTION XVII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-99. LI Light Industrial District” is hereby amended to read as follows:

**Sec. 26-~~99~~100. LI Light Industrial District.**



SECTION XVIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-100. HI Heavy Industrial District” is hereby amended to read as follows:

**Sec. 26-~~100~~101. HI Heavy Industrial District.**

SECTION XIX. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-101. PDD Planned Development District” is hereby amended to read as follows:

**Sec. 26-~~101~~102. PDD Planned Development District.**

SECTION XX. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-102. TC Town and Country District” is hereby amended to read as follows:

**Sec. 26-~~102~~103. TC Town and Country District.**

SECTION XXI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-103. AP Airport Height Restrictive Overlay District” is hereby amended to read as follows:

**Sec. 26-~~103~~104. AP Airport Height Restrictive Overlay District.**

SECTION XXII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-104. C Conservation Overlay District” is hereby amended to read as follows:

**Sec. 26-~~104~~105. C Conservation Overlay District.**

SECTION XXIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-105. FP Floodplain Overlay District” is hereby amended to read as follows:

**Sec. 26-~~105~~106. FP Floodplain Overlay District.**

SECTION XXIV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-106. RD Redevelopment Overlay District” is hereby amended to read as follows:

**Sec. 26-~~106~~107. RD Redevelopment Overlay District.**

SECTION XXV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-107. CRD Corridor Redevelopment Overlay District” is hereby amended to read as follows:

**Sec. 26-107108. CRD Corridor Redevelopment Overlay District. Reserved.**

SECTION XXVI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-108. Reserved.” is hereby amended to read as follows:

**Sec. 26-108109. Reserved. CRD Corridor Redevelopment Overlay District.**

SECTION XXVII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Section 26-109. DBWP Decker Boulevard/Woodfield Park Neighborhood Redevelopment Overlay District.” is hereby amended to read as follows:

**Sec. 26-109110. DBWP Decker Boulevard/Woodfield Park Neighborhood Redevelopment Overlay District.**

SECTION XXVIII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; section heading “Sections 26-110 – 26-130. Reserved.” is hereby amended to read as follows:

**Secs. 26-110111 – 26-130. Reserved.**

SECTION XXIX. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; is hereby amended by the creation of a new section, to read as follows:

**Sec. 26-84. PR Parks and Recreation District.**

- (a) Purpose. In order to ensure the preservation of substantial green areas devoted to passive and/or active recreational uses.
- (b) Permitted uses. The following passive and/or active recreational uses are permitted within the “PR” Parks and Recreation zoning classification:
  - (1) Golf courses, driving ranges, and appurtenances.
  - (2) Indoor and/or outdoor recreational courts and appurtenances, including, but not limited to, those devoted to tennis, volleyball, basketball, or bocce.
  - (3) Recreational fields and appurtenances, including, but not limited to, those devoted to football, soccer, baseball, or lacrosse, and to include sports lighting systems.
  - (3) Clubhouses, gyms, fitness centers, and meeting rooms.
  - (4) Community meeting and security sub station space, including Sheriff Department satellite locations.

- (5) Recreational, health, and educational classes.
  - (4) Swimming, wading, splash pools, and appurtenances.
  - (5) Picnic areas, trails, tracks, amphitheaters, and appurtenances.
  - (6) Playgrounds.
  - (7) Museums and historic displays.
  - (8) Any other recreational or community service use substantially similar to those specifically listed above.
  - (9) A State Park and all facilities associated with the operation and maintenance of the park to provide public recreation.
- (c) Accessory uses. The following accessory uses are permitted in association with the “permitted uses” listed above:
- (1) Pavilions.
  - (2) Restroom facilities.
  - (3) Parking areas.
  - (4) Bleachers and other seating areas intended for public viewing of recreational activities.
  - (5) Concession stands, press boxes, dugouts, and associated athletic facility support structures.
  - (6) Batting cages, and athletic field and security fencing.
  - (7) Administrative and park operation offices and storage buildings.
  - (8) Any other accessory use substantially similar to those specifically listed above.
- (d) Development standards. See also Article V., Section 26-131. Table of Area, Yard, and Height Requirements.
- (1) Minimum lot area/maximum density: Minimum lot area: no minimum lot area except as required by DHEC. Maximum density standard: no maximum density standard.



- (2) Minimum lot width: None.
- (3) Structure size standards: None.
- (4) Setback standards: The following minimum setbacks shall be required for principal uses in the PR District:
- a. Front: 25 feet.
  - b. Side: 20 feet.
  - c. Rear: 20 feet.
- The minimum side and rear setback requirement for accessory buildings/structures, such as club houses, rest room and locker facilities, snack bars, and parking areas, in the PR District is ten (10) feet.
- The landscape and bufferyard standards of Section 26-176 may require setback distances; if so, the most restrictive requirements shall apply.
- (5) Height standards: The maximum height of structures in the PR District shall be 45 feet.
- (6) Landscaping/bufferyard standards: Landscaping and bufferyards shall be provided in accordance with Section 26-176 of this chapter; provided, however, there shall be no landscaping requirements for “golf courses” and “golf course with country clubs”.
- (7) Parking/loading standards: Parking and loading facilities shall be provided as required by Section 26-173 and Section 26-174 of this chapter. No parking lots shall be permitted within any required setback.
- (8) Sidewalk and pedestrian amenities: Sidewalks and other pedestrian amenities shall be provided as required by Section 26-179 of this chapter; provided, however, there shall be no sidewalk or pedestrian amenities required for “golf courses” and “golf course with country clubs”.
- (9) Signs: Signs shall be regulated by the requirements of Section 26-180 of this chapter.
- (10) Recreation/open space standards: None.
- (11) Design and operation standards: None.



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

SECTION XXXII. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

ATTEST THIS THE \_\_\_\_ DAY  
OF \_\_\_\_\_, 2009

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

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

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

# Richland County Council Request of Action

**Subject**

SC Building Code Modification [**PAGES 128-139**]

**Notes**

9/22/09 - The committee unanimously voted to allow the presentation of a local building code modification to the SC Building Codes Council to allow for the use of the 2008 USGS Seismic Map.

## Richland County Council Request of Action

**Subject:** South Carolina Building Code Modification

### **A. Purpose**

To request permission from Richland County Council to present a local building code modification to the South Carolina Building Codes Council to allow for the use of the 2008 USGS Seismic Map.

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

In order for this request to be considered by the Building Codes Council the request must be “previously approved by the governing body of the local jurisdiction making the request before it may be considered by the Council”.

The S.C. Building Codes Council has extended the implementation of the 2006 International Residential (IRC) code regarding seismic requirements until December 2, 2009 to allow local jurisdictions affected to submit this request. Therefore action is required to meet the December 2<sup>nd</sup> deadline if at all possible.

This building code modification will allow for the use of the latest USGS map, which will be incorporated in the 2012 International Residential Code and will allow for consistent building code requirements through out the entire County. Without this code modification portions of Richland County would be required to meet requirements of a 2002 USGS map which is more restrictive than the 2008 map.

The data supporting this modification can be provided, if needed, written by Timothy W. Mays, Ph.D., P.E., Associate Professor at The Citadel. Dr. Mays concluded that: “South Carolina should design residential structures based on spectral accelerations from the 2008 USGS national seismic hazard maps since these maps provide the current best estimate of seismic hazard (expected value) within South Carolina and reflect the current knowledge of lower seismicity in South Carolina.” The 2008 USGS map will place Richland County in seismic zone “C” and not split as the 2002 map currently does.

This request would be for residential one & two family dwellings as the requirements for commercial construction already allows engineers to use the 2008 USGS maps.

### **C. Financial Impact**

Cost of construction to residential property would require additional cost if not approved.

### **D. Alternatives**

1. To approve the request which will result in residential property using the same USGS maps as allowed for commercial construction.

2. To deny the request would require half of Richland County to use seismic zone “C” above I-20 and the lower half of Richland County below I-20 to use zone “Do” and the 2002 USGS maps.
3. The Building Official could use the alternate means and methods allowed by code which would be on a case by case basis by the contractor as plans and construction request are submitted.

**E. Recommendation**

It is recommended that County Council approve.

Recommended by: Donny Phipps, CBO      Department: Building Codes & Inspections  
Date: 09/10/2009

**F. Approvals**

**Finance**

Reviewed by: Daniel Driggers

Date: 9/11/09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Larry Smith

Date: 9-15-09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Administration**

Reviewed by: Sparty Hammett

Date: 9/15/09

✓ Recommend Council approval

Recommend Council denial

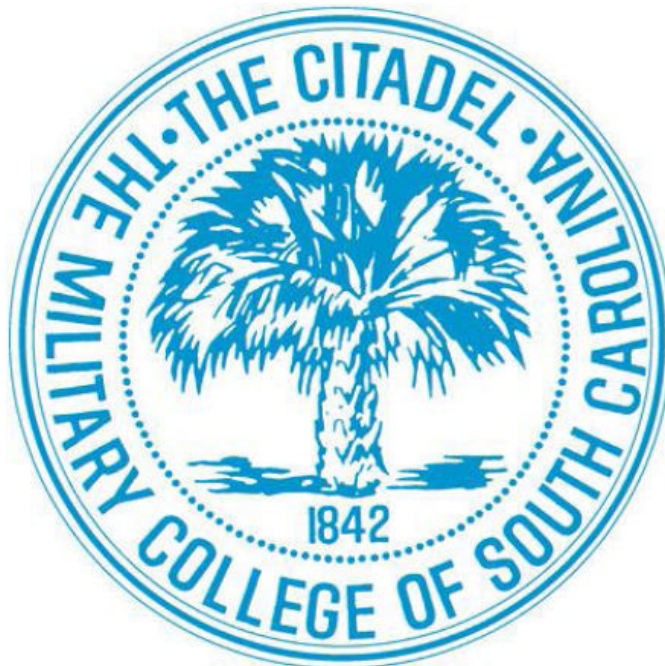
Comments regarding recommendation:

**Assessment of the Wind and Seismic Provisions in  
the 2006 International Residential Code – Final  
Report of Findings and Recommendations  
(A Summary of Work Complete at The Citadel)**

*Prepared by*  
*Timothy W. Mays, Ph.D., P.E.*  
*Associate Professor*  
*The Citadel*  
*Department of Civil & Environmental Engineering*  
*171 Moultrie Street*  
*Charleston, SC 29409*

*Prepared for*  
*The South Carolina General Assembly*  
*and*  
*The South Carolina Department of Labor, Licensing and Regulation (LLR)*

*April 25, 2009*





**Assessment of the Wind and Seismic Provisions in the 2006 International Residential Code – Final Report of Findings and Recommendations**  
(A Summary of Work Complete at The Citadel)

**Table of Contents**

|             |   |          |
|-------------|---|----------|
| <b>I.</b>   | <b>Introduction</b>   | <b>1</b> |
| <b>II.</b>  | <b>Scope of Work</b>  | <b>1</b> |
| <b>III.</b> | <b>Evaluation of Seismic Provisions in the 2006 IRC</b>         | <b>2</b> |
| <b>IV.</b>  | <b>Evaluation of Seismic Ground Motion Maps in the 2006 IRC</b> | <b>3</b> |
| <b>V.</b>   | <b>Conclusions and Recommendations</b>                          | <b>5</b> |

**Appendix A - Summary of 2006 IRC Seismic Provisions**

**Appendix B - Expected Value, Sensitivity, and Uncertainty Analysis of the USGS National Seismic Hazard Maps for South Carolina**

**Appendix C - FEMA Response to the South Carolina Assessment of the Seismic Provisions in the 2006 IRC (A letter to The Citadel)**

## I. Introduction

This report summarizes research complete at The Citadel as of April 25, 2009. All tasks identified as the responsibility of The Citadel are complete. The focus of research at The Citadel has been the seismic provisions in the *2006 International Residential Code (2006 IRC)*. Specifically, The Citadel has performed research as required to summarize and evaluate the seismic provisions of the 2006 IRC and to evaluate seismic ground motion maps found in the 2006 IRC. A summary of findings is provided in subsequent sections of this report and in Appendix A and Appendix B. Appendix C contains a response letter from FEMA to The Citadel. Recommended changes to the seismic provisions of the 2006 IRC are presented in the conclusion section of this report. It is expected that the proposed changes will yield a significant cost savings for residential structures, even when compared with the 2003 IRC. The conclusion to this report also recommends future research that can possibly help reduce the cost of residential construction in SC. A separate report on wind research and other issues is being prepared by faculty at Clemson University.

## II. Scope of Work

The scope of work for The Citadel as approved by the South Carolina Department of Labor, Licensing and Regulation (LLR) is as follows:

"A literature review will be conducted focusing on the seismic provisions contained in the 2006 IRC. To the extent possible, this review will identify the motivation and rationale for such provisions. Additionally, where applicable, the underlying research for these provisions will be located. One must recognize that such information may not be readily identified and obtained due to the process of code committees. However, a summary of findings will be provided."

and

"In cooperation with Chris Cramer, Ph.D. (Research Associate Professor with the Center for Earthquake Research and Information at the University of Memphis) who developed the South Carolina USGS maps used in the

1

2006 IRC, we will examine the impact of the following primary factors on Seismic Design Category Maps in South Carolina:

- earthquake magnitude
- recurrence rate
- source region
- attenuation

The purpose of this study is to determine if spectral acceleration values currently used for South Carolina are based on an appropriate assessment of risk and uncertainty. Results from recent research studies that are South Carolina specific shall be used to vary the aforementioned primary factors."

Both of these tasks are complete with results for each item summarized in the following two sections, respectively.

### **III. Evaluation of Seismic Provisions in the 2006 IRC**

A thorough review of the seismic provisions contained in the 2006 IRC has been completed. To the extent possible, this review has identified the rationale for the seismic provisions contained in the code. Additionally, where applicable, the underlying references for these provisions have been tagged. In many cases, however, such information was not readily identified or obtained due to the process of developing a prescriptive code. Appendix A of this report presents all seismic provisions contained in the 2006 IRC, individually by section number, with a brief commentary regarding the provision's rationale and a listing of the applicable Seismic Design Category (SDC) for each provision. The rest of this section summarizes the major findings of this review.

Two major resources referenced as part of this task include the *Code and Commentary to the 2006 IRC* and FEMA 232: *Homebuilders' Guide to Earthquake-Resistant Design and Construction*, which is based on the 2003 IRC. Recognizing that the 2006 IRC's stated purpose is to provide "... minimum requirements to safeguard the public safety, health, and general welfare, through affordability, structural strength, ...", a delicate balance of seismic design and affordability is already present in the 2006 IRC. Hence, unlike FEMA 232, The Citadel study does not present any "Above-Code" recommendations. Likewise, recommended reductions to residential provisions are not presented as part of this study unless fully backed by research and established certainty that life safety is not jeopardized.

2

It is important to recognize the difference between the prescriptive structural/seismic design provisions in the 2006 IRC and traditional residential structural/seismic design in accordance with the 2006 IBC. The 2006 IRC is a prescriptive code meaning that so long as the residential structure is designed in accordance with all applicable provisions contained in the code, it can be assumed that a seismic load path is provided and that this load path can safely transfer inertia loads from the point of application at elevated levels within the structure through the foundation system and into the surrounding soil. Section R301.1 specifically states this assumption. As a result, many of the provisions in the 2006 IRC may be very conservative for certain structures, optimal for other structures, and possibly even unconservative in some cases. For example, prescriptive design of residential structures in accordance with the 2006 IRC has increasingly stringent seismic provisions for lateral bracing. Since the exact interior wall layout on each floor is structure specific, the 2006 IRC requires a highly redundant lateral force resisting system and diaphragm system to ensure that seismic forces have a safe load path to the ground. For low seismicity areas such as SDCs A and B, exterior braced walls should suffice. For the highest SDCs such as D<sub>0</sub>, D<sub>1</sub>, and D<sub>2</sub>, the 2006 IRC requires interior braced wall lines with interior continuous footings in most cases. Engineered design does not assume, but guarantees a load path via analysis and performance requirements stated in the governing building code such as the 2006 IBC. Thus, in theory, a residential structure engineered to resist seismic loads from the 2006 IBC should be more economical than the same structure built to the provisions of the 2006 IRC. To expand on the previous example, a design professional may be able to show that interior shear walls are not required for a structure even if the 2006 IRC requires them.

For reasons discussed above, prescriptive design must remain generally conservative. Hence, the thorough review of seismic provisions of the 2006 IRC performed at The Citadel has led to the conclusion that none of the prescriptive detailing provisions are overly stringent for the seismic loads considered by this code.

#### **IV. Evaluation of Seismic Ground Motion Maps in the 2006 IRC**

This task was a collaborative effort between The Citadel and The University of Memphis. The Center for Earthquake Research and Information (CERI) at the University of Memphis has completed a seismic-hazard sensitivity and uncertainty analysis of the U.S. Geological Survey (USGS) 2008 national seismic hazard map for South Carolina (see Appendix B). Their study generated statewide maps and tabulations at selected South Carolina cities for sensitivity results, uncertainty analysis, and USGS seismic hazard model comparisons. South Carolina cities listed in the tabulations include Aiken, Charleston, Clemson, Columbia, Hilton Head, and Myrtle Beach. Analyses and comparisons are provided for peak ground acceleration, 0.2 s, and 1.0 s spectral accelerations.

Dr. Chris H. Cramer, Research Associate Professor at The University of Memphis, conducted the sensitivity and uncertainty analysis of the South Carolina portion of the USGS 2008 national seismic hazard model under a subcontract with The Citadel. Dr. Cramer is an acknowledged expert in seismic hazard analysis for the central and eastern US (CEUS), particularly in uncertainty analysis of seismic hazard, and has worked with the USGS 1996, 2002, and 2008 national seismic hazard models and computer codes for the CEUS. Key components of the CERI study included:

(1) a sensitivity analyses of the choice of Charleston characteristic magnitude (M6.8, M7.1, M7.3, M7.5) and source area (narrow and broad zones) within the USGS 2008 seismic hazard model affecting South Carolina, and

(2) an uncertainty analyses of characteristic magnitude, source area, and recurrence interval for the USGS Charleston source model and the ground motion attenuation relations used in the USGS seismic hazard model affecting South Carolina.

Additionally, as part of this project, a comparison of changes within South Carolina in the USGS national seismic hazard model among the 1996, 2002, and 2008 seismic hazard models were included. Analyses and comparisons were for ground motions with a 2% probability of being exceeded in 50 years.

The results of the study show that the USGS national seismic hazard maps for 1996, 2002, and 2008 show a *decreasing* trend in expected ground motion due to an improved knowledge of ground motion attenuation with distance. Specifically, the 2008 maps show a 10-20% decrease in seismic hazard over the 2002 maps in South Carolina due to the addition of newer attenuation studies. The 2008 USGS national seismic hazard maps provide the current best estimate of seismic hazard (expected value) within South Carolina.

The sensitivity portion of this study examined the sensitivity of seismic hazard to variations in the input parameters for the Charleston characteristic magnitude and source zone. Alternative source zones (2008 broad and 2002 narrow zones) and moment magnitudes (6.8, 7.1, 7.3, and 7.5) were examined individually. The narrower source zone concentrates seismic hazard more on the South Carolina coastal plain than the broader source zone. Also, increasing characteristic magnitude increases seismic hazard in South Carolina.

The uncertainty portion of this study examined the impact of known uncertainty in input parameters on seismic hazard in South Carolina. The current knowledge uncertainty in our understanding of ground motion attenuation and Charleston characteristic earthquake locations, magnitudes, and recurrence intervals was used. Attenuation uncertainty affects seismic hazard estimates throughout South Carolina, while the uncertainty in Charleston characteristic earthquake parameters affects seismic hazard much more in the coastal plain than further inland. The source and amount of variability depends on location within South Carolina. The coefficient

4



of variation (standard deviation divided by the mean) generally ranges from 0.3 to 0.6 (0.7 for 1.0 s  $S_a$ ) within South Carolina. Although the variability is high in the vicinity of Charleston, the seismic hazard remains very high over this range of variability.

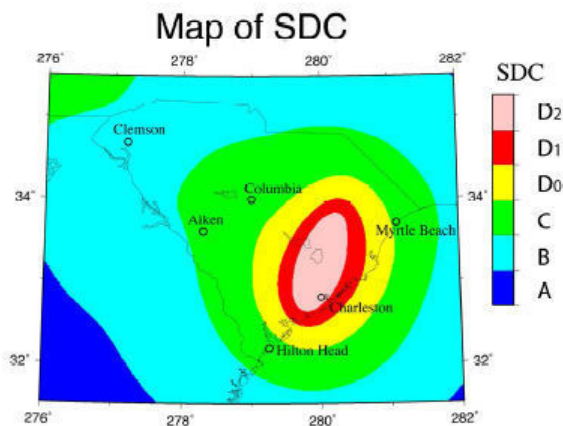
The sensitivity and uncertainty results from the study strongly suggest that the largest potential future savings in seismic design is directly related to more accurately determining the magnitude of the Charleston characteristic earthquake (i.e., the 1886 earthquake). Promising research by Kochkin and Mays (2003) suggests that the 1886 Charleston earthquake magnitude may have been smaller than that assumed in the USGS computer models. However, the sample size (two buildings) used in the study was not large enough to impact the results of the study presented in this report.

In conclusion, South Carolina should design residential structures based on spectral accelerations from the 2008 USGS national seismic hazard maps since these maps provide the current best estimate of seismic hazard (expected value) within South Carolina and reflect the current knowledge of lower seismicity in South Carolina.

## V. Conclusions and Recommendations

The recommendations made in an earlier draft version of this report have been modified to reflect responses to comments made by FEMA and other stakeholders that attended two meetings (March 31, 2009 and April 16, 2009) in Columbia, SC. Based on the findings of this research project, the following recommendations are made:

1. Replace Figure R301.2(2) in the 2006 IRC (SC only) with the following figure:



5

**Rationale for Change:** The map shown above is based solely on the 2008 USGS seismic hazard maps that will be incorporated into the 2012 IBC and the 2012 IRC. The map was developed using the procedure outlined in the 2006 IRC. According to Chris Cramer (see Appendix B), the 2008 USGS seismic hazard maps represent "the current best estimate of seismic hazard (expected value) within South Carolina." The 2006 IRC and the 2009 IRC are based on the 2002 USGS seismic hazard maps that do not represent the current best estimate of seismic hazard within South Carolina. This recommendation is also in accordance with FEMA's statement that "... in our opinion, a suitable compromise would be to allow use of the proposed IRC map until the 2012 edition of the IRC is published with new IRC maps using the new lower values, and then have the State adopt that and future editions of the IRC without amendment." It should be noted that Recommendation #1 in no way lessens the intent of the seismic provisions of the 2006 IRC.

**Expected Impact for South Carolina:** The proposed map is expected to have very beneficial impact on the residential construction industry in South Carolina. In contrast to maps appearing in the 2006 IRC and 2009 IRC, this map is based on the current best estimate of seismic hazard (to be included in the 2012 IRC) which is significantly lower across the entire state of SC. As a result, about 25% of the state will be in SDC B, major cities outside of Charleston will be reduced to SDC C, and SDC E will no longer exist in SC (by reference to IBC 2006 provisions and in accordance with an allowance already made in the 2006 IRC). The cost impact on South Carolina residential structures will vary across the state. In areas indicated as SDC B and SDC C, cost savings will be very significant since seismic design provisions of 2006 IRC will not apply to one- and two-family dwellings as indicated in the code (townhomes in SDC C must still meet some of the provisions). Inland areas will see the most cost savings since many structures near the coast will still be designed to resist high wind pressures. In all cases, cost savings associated with masonry and concrete construction will be significant in these lower SDCs where prescriptive detailing applies. In addition, design flexibility and design options for residential designers will be greatly expanded since irregularity provisions of the 2006 IRC will no longer apply. For structures in SDCs D<sub>0</sub>, D<sub>1</sub>, and D<sub>2</sub>, the cost savings will be primarily for structures not designed by a design professional since prescriptively designed structures will likely have redundant design features required by the prescriptive code that change as the sublevels of SDC D are reduced.

2. Permit SC LLR to develop long term (SDC by zip code) and short term (map approximating SDC contours for individual counties) practical enforcement tools to apply Recommendation #1. This recommendation is in lieu of the recommended table in the Citadel Draft Report and is based on feedback from stakeholders.

**Rationale for Change:** Currently, in compliance with Section 6-9-105(C) of the South Carolina Code of Laws, the Building Codes Council (part of SC LLR) has defined the physical boundaries (streets, highways, streams, rivers and lakes) associated with Figure R301.2(2) in the 2006 IRC,

6

for the State of South Carolina. If Recommendation #1 above is accepted, the Building Codes Council would need to redraw this map to reflect the new contours shown. This process is time consuming and unjustified given the results of the uncertainty study presented in this report (see Appendix B). It is recommended that SC enforce Recommendation #1 above by zip codes. If developing SDCs by zip code takes too long to achieve, LLR should consider a short term solution of drawings county maps as accurately as possible, while allowing local jurisdictions to determine on what side of a contour a given structure is located.

**Expected Impact for South Carolina:** It is expected that this change will expedite the adoption of the 2006 IRC with these proposed modifications and save the Building Codes Council the time required to create and distribute these very detailed maps.

3. Consider future funding of research that includes expanding the 2003 NAHB/Citadel research study.

**Rationale for Additional Research:** Research performed in 2003 at the Citadel as part of a larger NAHB project suggests that there is sufficient evidence from buildings surviving the 1886 Charleston earthquake to show that the magnitude of the 1886 earthquake may have been significantly smaller than that currently assumed in all USGS models (including the 2008 version recommended in this report). However, the 2003 study was based on too small a sample size (2 buildings) and could not be used to additionally lower seismicity levels as part of this report. Besides, recommendations from any future research would need to go through the national review process used to develop the USGS maps so that the USGS could use more accurate magnitude estimates than those currently used for the Charleston source. Thus, the biggest future savings in residential construction costs involving seismic design may be to expand the previous project to consider an additional 10 or so buildings so that the magnitude of the 1886 earthquake could be more accurately determined.

**Expected Impact for South Carolina:** More accurate determination of the magnitude of the 1886 earthquake will possibly further reduce seismic design provisions in SC.

4. Expand the results of this research project to include commercial construction and state facilities (schools in particular) by allowing design professionals to use seismic spectral accelerations from the 2008 USGS seismic hazard maps. This recommendation and IBC 2006 in general should not be included as part of the subject bill, but should be considered for state facilities on a project by project basis. A position statement from FEMA should be requested. This recommendation includes modifications based on feedback from stakeholders.

**Rationale for Additional Application:** The results of this research project are valid for both commercial and residential construction. Although the savings for residential construction

7

discussed in the study are significant, these savings are only a fraction of those that can be realized for commercial construction.

***Expected Impact for South Carolina:*** Applying seismic spectral accelerations from the 2008 USGS seismic hazard maps to commercial construction as identified above will help South Carolina by (i) significantly decreasing commercial construction costs, (ii) significantly increasing construction options, and (iii) bringing more businesses to SC since the 2006 IBC seismicity levels make the lowcountry an expensive option when considering business locations. State building projects will be specifically impacted and school retrofitting will become a more feasible alternative. Currently, SC is overdesigning new schools to seismicity levels of the 2006 IBC. The money saved by using seismic spectral accelerations from the 2008 USGS seismic hazard maps may provide sufficient funds to retrofit older schools in poorer communities.

# 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 21-10, Street Name Signs; Subsection (A); so as to conform to the Federal Highway Administration's *Manual on Uniform Traffic Control Devices 2003 Edition with Revisions 1 and 2 Incorporated* **[FIRST READING] [PAGES 141-144]**

## **Notes**

9/22/09 - The committee unanimously recommended 1st reading approval of an ordinance amendment regarding Sec. 21-10(a) of Ch. 21 (Roads, Highways and Bridges) so as to be in conformance with the Federal Highway Administration's *Manual of Uniform Traffic Control Devices 2003 Edition with Revisions 1 and 2 Incorporated*, and to require land developers to conform to the federal regulations.

First Reading:

Second Reading:

Public Hearing:

Third Reading:

## Richland County Council Request of Action

Subject: Amending Section 21-10 (a) regarding street name signs.

### A. Purpose

To amend Section 21-10 (a) of Chapter 21 (Roads, Highways and Bridges) so as to be in conformance with the Federal Highway Administration's *Manual on Uniform Traffic Control Devices 2003 Edition with Revisions 1 and 2 incorporated*, and to require land developers to conform to the federal regulations.

### B. Background/Discussion

The *Manual on Uniform Traffic Control Devices*, or MUTCD defines the standards used by road managers nationwide to install and maintain traffic control devices on all streets and highways. The MUTCD is published by the Federal Highway Administration (FHWA) under 23 Code of Federal Regulations (CFR), Part 655, Subpart F. The *MUTCD 2003 Edition with Revisions 1 and 2 incorporated* is the most current edition and is the official FHWA publication. These regulations affect the reflectivity and size of signs and mandates that the condition and reflectivity will be managed by local governing bodies. A management program must be in effect by January 2012, traffic control signs must be in conformance by January 2015, and street name signs must be in conformance by January 2018. Per the County's Land Development Regulations (Chapter 26 of the Richland County Code of Ordinances), it is the responsibility of land developers to install all signs within a new development.

### C. Financial Impact

By requiring developers to conform to the *MUTCD 2003 Edition with Revisions 1 and 2 incorporated* now, it will avoid the cost of updating and replacing signs later in order to meet the federal deadlines.

### D. Alternatives

1. To approve the amendment to Section 21-10 (a) (attached) of the Richland Council Code of Ordinances, which will result in signs more easily observed by motorists, thereby improving traffic safety.
2. To deny the amendment to Section 21-10 (a) (attached) of the Richland Council Code of Ordinances will result in continued use of signs not in conformance with the MUTCD, which could leave the County in a liable position relative to traffic accidents on public roads.

### E. Recommendation

It is recommended that County Council amend Section 21-10 (a) to be in conformance with the *MUTCD 2003 Edition with Revisions 1 and 2 incorporated*, published by the Federal Highway Administration.

Recommended by: David Hoops

Department: Public Works

Date: 8/12/09

Item# 19

Attachment number 1  
Page 1 of 4



## F. Approvals

### Finance

Reviewed by: Daniel Driggers  
✓ Recommend Council approval  
Comments regarding recommendation:

Date: 9/09/09  
 Recommend Council denial

### Legal

Reviewed by: Larry Smith  
✓ Recommend Council approval  
Comments regarding recommendation:

Date: 9-9-09  
 Recommend Council denial

### Administration

Reviewed by: Sparty Hammett  
✓ Recommend Council approval  
Comments regarding recommendation:

Date: 9/09/09  
 Recommend Council denial

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-09HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SECTION 21-10, STREET NAME SIGNS; SUBSECTION (A); SO AS TO CONFORM TO THE FEDERAL HIGHWAY ADMINISTRATION'S *MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES 2003 EDITION WITH REVISIONS 1 AND 2 INCORPORATED*.

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 21-10, Street Name Signs; Subsection (a); is hereby amended to read as follows:

(a) Any sign within a new development shall be installed by the developer at his/her own expense. ~~The department of public works shall erect and maintain street name signs on all public streets within the jurisdiction and authority of the county.~~ Signs will be metal aluminum blanks on metal posts fabricated and mounted in a standard design established by the ~~director of public works~~ County Engineer. They will have white reflective lettering a minimum of ~~four (4)~~ six (6) inches high in height on a reflective background. Signs located on multi-lane roads with a speed limit of 40 mph or greater shall have lettering a minimum of eight (8) inches in height. A green background will denote a public road and a blue background will denote a private road. Street name signs shall conform to the Federal Highway Administration's *Manual on Uniform Traffic Control Devices 2003 Edition with Revisions 1 and 2 incorporated*. The department of public works shall maintain street name signs on all public streets within the jurisdiction and authority of the county.

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

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

OF \_\_\_\_\_, 2009.

---

***Michielle R. Cannon-Finch***

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

---

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

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

# Richland County Council Request of Action

## **Subject**

An Ordinance Authorizing a quit-claim deed to Edward H. Pitts, Jr. and EHP Development, LLC for five parcels of land totaling Five Thousand Three Hundred Sixteen (5,316) square feet located along Hastings Alley and Hamrick Street, Richland County, South Carolina, and being portions of TMS # 11203-03-02, 11203-03-16, 11203-03-17, 11203-03-23, and 11203-03-27 **[FIRST READING][PAGE 146]**

## **Notes**

9/22/09 - The committee unanimously recommended that council give 1st reading approval to the quit claim.

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

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-09HR

AN ORDINANCE AUTHORIZING A QUIT-CLAIM DEED TO EDWARD H. PITTS, JR. AND EHP DEVELOPMENT, LLC FOR FIVE PARCELS OF LAND TOTALING FIVE THOUSAND THREE HUNDRED SIXTEEN (5316) SQUARE FEET LOCATED ALONG HASTINGS ALLEY AND HAMRICK STREET, RICHLAND COUNTY, SOUTH CAROLINA, AND BEING PORTIONS OF TMS # 11203-03-02, 11203-03-16, 11203-03-17, 11203-03-23, AND 11203-03-27.

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 a quit-claim deed for certain portions of land totaling five thousand three hundred sixteen (5316) square feet located along Hastings Alley and Hamrick Street, Richland County, South Carolina, and being a portion of TMS# 11203-03-02, 11203-03-16, 11203-03-17, 11203-03-23, AND 11203-03-27, to **Edward H. Pitts, Jr. and EHP Development, LLC**, as 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 \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009.

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

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

# Richland County Council Request of Action

## **Subject**

An Ordinance Authorizing a quit-claim deed to Smallwood Village Phase III Homeowner's Association, Inc. for a certain parcel of land totaling .76 Acres located along White Branch Circle, Richland County, South Carolina, known as TMS # 22710-08-30 **[FIRST READING] [PAGE 148]**

## **Notes**

9/22/09 - The committee unanimously recommended that Council give 1st reading approval to the ordinance allowing the transfer of ownership of Smallwood Village Pond to the Board of Smallwood Village Phase III Homeowner's Association.

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



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-09HR

AN ORDINANCE AUTHORIZING A QUIT-CLAIM DEED TO SMALLWOOD VILLAGE PHASE III HOMEOWNER'S ASSOCIATION, INC. FOR A CERTAIN PARCEL OF LAND TOTALING .76 ACRES LOCATED ALONG WHITE BRANCH CIRCLE, RICHLAND COUNTY, SOUTH CAROLINA, KNOWN AS TMS # 22710-08-30.

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 a quit-claim deed for a certain parcel of land totaling .76 acres located along White Branch Circle, Richland County, South Carolina, known as TMS# 22710-08-30, to **Smallwood Village Phase III Homeowner's Association, Inc.**, as 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 \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009.

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

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

# Richland County Council Request of Action

## **Subject**

Conservation Easement: Neal [PAGES 150-164]

## **Notes**

9/22/09 - The committee unanimously recommended Council approve the conservation easement donation on 50 acres in Lower Richland County, as amended. The amendment is as follows: "6. Procedure to Construction Building and Other Improvements (C) New Residential Housing - There may be two new residential dwellings constructed on the Property, provided that no more than one (1) acre **per residential dwelling** may be cleared."

# Richland County Council Request of Action

**Subject:** Neal Conservation Easement

## **A. Purpose**

County Council is requested by the Conservation Commission to accept a conservation easement donation on 50 acres in Lower Richland County in order to protect valuable natural resources, wetlands, floodplains, water quality, and preserve valuable open space.

## **B. Background / Discussion**

Mr. J. P. Neal, Jr. of 217 Cordova Drive, Columbia, SC 29204, has made a formal application to the Conservation Commission to help protect this valuable property for conservation purposes, natural resources, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for forestry, wildlife, and scenic open space. The property is a critical segment of the Cabin Creek Watershed floodplain and buffer corridor. The property faces development pressures to be converted to high density home units. The property is located in County Council District #10 where extensive ecological areas exists. Mr. J. P. Neal, Jr. would like to contribute to a new conservation image for his community. We salute their donation and conservation values.

A map and corresponding easement document are attached.

## **C. Financial Impact**

The Conservation Commission voted unanimously to make this easement request to County Council as a private donation for tax benefits and fair compensation. The Conservation Commission recommends \$1,000 per acre (compensation \$50,000) of current year funds be used for easement acquisition. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. The land value based on a recent appraisal is \$365,000. We consider this agreement to be beneficial to both parties and it meets the goals of Richland County in a true volunteer partnership. The indirect benefits and cost to Richland County will be less storm water issues, improved water quality, and preserving floodplains, wildlife and valuable green space.

## **D. Alternatives**

1. Approve the request to accept the conservation easement in perpetuity; will protect valuable natural resources and preserve green space for all citizens. Accepting this easement benefits our communities and sets an example of volunteer partnership with landowners.
2. Do not approve; will allow high density development, reduce green space, remove wildlife habitat, and change our rural landscape character forever.

**E. Recommendation**

It is recommended that Council approve the request to accept this conservation easement on 50 acres owned by J. P. Neal, Jr.

|                                    |                                |                  |
|------------------------------------|--------------------------------|------------------|
| Recommended by:                    | Department:                    | Date:            |
| <u>Carol Kososki, Chair</u>        | <u>Conservation Commission</u> | <u>8-24-2009</u> |
| <u>Jim Wilson, Program Manager</u> | <u>Richland County</u>         |                  |

**F. Reviews**

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

**Finance**

|  |   |
|--|---|
| Reviewed by: <u>Daniel Driggers</u>  | Date: <u>9/09/09</u>                              |
| ✓ Recommend Council approval   | <input type="checkbox"/> Recommend Council denial |
| Comments regarding recommendation: <u>Budget dollars are available in the current budget</u> |   |

**Legal**

|                                    |   |
|------------------------------------|---|
| Reviewed by: <u>Larry Smith</u>    | Date: <u>9-9-09</u>                               |
| ✓ Recommend Council approval       | <input type="checkbox"/> Recommend Council denial |
| Comments regarding recommendation: |   |

**Administration**

|                                    |   |
|------------------------------------|---|
| Reviewed by: <u>Sparty Hammett</u> | Date: <u>9/09/09</u>                              |
| ✓ Recommend Council approval       | <input type="checkbox"/> Recommend Council denial |
| Comments regarding recommendation: |   |



## CONSERVATION EASEMENT

*THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this\*\* day of August, 2009, by J.P. Neal("Grantor"), having an address at, 217 Cordova Drive, Columbia, South Carolina, 29204, to Richland County, ("Grantee").*

### **WITNESSETH:**

*Grantor is the owner of 50 acres of certain real property in Richland County, South Carolina, more particularly described in Attachment A.*

*Grantee is a political subdivision of the State of South Carolina and meets the requirements meets the requirements of Section 509(a) (2) of the U.S. Internal Revenue Code Grantee is a "qualified organization," as such terms is defined in Section 170(h) (3) of the Code, and is qualified to hold conservation easements under the laws of the State of South Carolina.*

*Grantor wishes to convey to Grantee, for conservation purposes, a perpetual restriction on the uses that may be made of the Property.*

*The grant of this Easement will also serve the following "conservation purposes," as such term is defined in Section 170(h) (4) (A) of the Code:*

- . The preservation of open space for the scenic enjoyment of the general public.*
- . The preservation of vital and significant lands of ecological quality formed by the influence of Cabin Creek which feeds Congaree Swamp National Park, whose presence creates substantial habitat for wildlife, flora and fauna.*
- . Preservation of water quality by providing an undeveloped buffer to Cabin Creek, a major water courses of the South Carolina Midlands whose preservation is recommend and designated a top priority of the Richland County Conservation Commission and included in the greenways plan as adopted by the Richland County Council..*
- . The preservation of a property of major significance to the African American heritage of Richland County, South Carolina and the United States as the location of the cemetery of the Minerva Institute, a major historical educational institution once operated by the American Baptist Convention. This property, in conjunction with the Harriet Barber House, Kensington Mansion and Congaree National Park form the Lower Richland Heritage Corridor, a major initiative of local governments and non-profit organizations to promote the heritage of the area.*
- . The furtherment of the South Carolina Conservation Easement Act, South Carolina Conservation Easement Act of 1991 – S.C.C.A. § 27-8-10 et seq. which authorizes the acquisition of conservation easements by local governments.*



*The current use of the Property and its current improvements are consistent with the conservation purposes of this Easement. The agricultural, natural habitat, scenic, open space, or water resources of the Property are collectively referred to herein as the “conservation values” of the Property.*

*The conservation values of the Property and its current use and state of improvement are described in a Present Condition Report (the “Report”) prepared by Grantee with the cooperation of Grantor. Grantor and Grantee have copies of the Report, and acknowledge that the Report is accurate as of the date of this Easement. The Report may be used by Grantee to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement.*

*Grantor intends that the conservation values of the Property be preserved and maintained, and Grantor intends to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity.*

*THEREFORE, in consideration of \$50,000 and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to Section 170(h) of the Code and section 27-8-10 et seq. of South Carolina Code of Laws of 1976, as amended; Grantor does hereby voluntarily grant and convey unto the Grantee, a preservation and conservation easement in gross in perpetuity over the Protected Property, owned by the Grantor, and more particularly described in Attachment A.:*

### ***1. Grant of Conservation Easement***

*Grantor hereby voluntarily grants and conveys to Grantee, and Grantee hereby voluntarily accepts, a perpetual Conservation Easement, an immediately vested interest in real property defined by the South Carolina Conservation Easement Act of 1991 of the nature and character described herein. Grantor will neither perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described below.*

### ***2. Statement of Purpose***

*The primary purpose of this Easement is to enable the Property to remain in traditional use by preserving and protecting its rural nature and other conservation features. No activity, which significantly impairs the conservation purpose of the Property, shall be permitted. To the extent that the preservation and protection of the natural, historic, recreational, habitat or scenic values referenced in this Easement is consistent with the primary purpose stated above, it is also the purpose of this Easement to protect those values, and no activity which shall significantly impair those values shall be permitted.*

### ***3. Rights and Responsibilities Retained by Grantor***

*Notwithstanding any provisions of this Easement to the contrary, Grantor reserves all customary rights and privileges of ownership, including the rights to sell and lease the Property, as well as any other rights consistent with the conservation values of the Property and not specifically prohibited or limited by this Easement. Unless otherwise specified below, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any Act of God or*

*other event over which Grantor had no control. Nothing in this Easement relieves Grantor of any obligation in respect to the Property or restriction in the use of the Property imposed by law.*

#### **4. Right to Privacy**

*Grantor has customarily allowed for public access to the property by educational and conservation minded groups. Grantor intends to continue to make the property accessible but retains the right to structure such access and the right to exclude any member of the public from trespassing on the Property.*

#### **5. Permission of Grantee**

*Where Grantor is required to obtain Grantee's permission or approval for a proposed action hereunder, said permission or approval (a) shall not be unreasonably delayed by Grantee, (b) shall be sought and given in writing, and (c) shall in all cases be obtained by Grantor prior to Grantor's taking the proposed action. Grantee shall grant permission or approval to Grantor only where Grantee, acting in Grantee's sole reasonable discretion and in good faith, determines that the proposed action will not substantially diminish or impair the conservation values of the Property. Grantee shall not be liable for any failure to grant permission or approval to Grantor hereunder.*

#### **6. Procedure to Construct Building and Other Improvements**

*Except as otherwise provided herein, Grantor may undertake construction, reconstruction, or other improvement of the Property only as provided below. Grantor shall advise Grantee prior to undertaking any construction, reconstruction, or other improvement of recreational structures on the Property as permitted herein, so as to enable Grantee to keep its record current.*

*A) Fences – Existing fences may be repaired and replaced, and new fences may be built on the Property for purposes of reasonable and customary management of livestock and wildlife, privacy or land protection.*

*B) New Ancillary Structures & Improvements – Within the area indentified in the baseline report as the Developed Area, ancillary structures to be used exclusively for recreational purposes may be built.*

*C) New Residential Housing – There may be two new residential dwellings constructed on the Property, provided that no more than one (1) acre per residential dwelling may be cleared.*

*D) Recreational Improvements – Low impact environmentally sensitive recreational improvements such as trails and water access points may be built with the permission of Grantee. Under no circumstances shall athletic fields, golf courses or ranges, commercial airstrips or commercial helicopter pads be constructed on the Property.*

*E) Utility Services and Septic Systems – Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services are permitted, provided that such utilities are providing services to improvements allowed by this easement.*

## **7. Maintenance and Improvement of Water Sources**

*Grantor shall not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantor may alter the natural flow of water over the Property in order to improve drainage or agricultural soils, reduce soil erosion, or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the conservation purposes of this Easement and is carried out in accordance with law. The construction of one (1) pond shall be permitted with the permission of the Grantee.*

## **8. Water Rights**

*Grantor retains and reserves the right to use any appurtenant water rights sufficient to maintain the agricultural productivity of the Property. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.*

## **9. Subdivision**

*The Property is currently comprised of the parcel shown on Attachment A, which is all contained on one tax map. Subdivision of the Property, recording of a subdivision plan, partition of the Property, or any other attempt to divide the Property into two or more legal parcels is prohibited*

## **10. Conservation Practices**

*All agricultural or timbering operations on the Property shall be conducted in a manner consistent with a conservation plan prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service, or its successor, or by a qualified conservation professional approved by Grantee. This plan shall be updated periodically, and in any event any time the basic type of agricultural operation on the Property changes or ownership of the Property changes. All agricultural operations shall be conducted in accordance with applicable law.*

## **11. Application of Waste Materials**

*The land application, storage and placement on the Property of domestic septic effluent and municipal, commercial or industrial sewage sludge or liquid generated from such sources for agricultural purposes is prohibited.*

## **12. Forest Management**

*There shall be no commercial timbering of the property. Trees may be removed, cut and otherwise managed to control insects and disease, to prevent personal injury and property damage only, provided that the cutting, removal or harvesting of trees is in accordance with either the conservation plan referenced in Paragraph 10 above or a forest management plan prepared by a qualified professional forester.*

## **13. Mining**

*Exploration for, or development and extraction of, minerals and hydrocarbons from the Property by any method are prohibited.*

## **14. Paving and Road Construction**

*Construction and maintenance of one unpaved road that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement is permitted. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, except access to the two reserved one-acre residential lots in paragraph 6 (c).*

## **15. Hazardous Waste**

*No waste, or radioactive or hazardous waste, shall be placed, stored, dumped, buried, or permitted to remain on the Property.*

## **16. Ongoing Responsibilities of Grantor and Grantee**

*Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any other way affect any obligations of Grantor as owner of the Property, including but not limited to, the following:*

*(a) Taxes – Grantor shall be solely responsibility for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.*

*(b) Upkeep and Maintenance – Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.*

*(c) Liability and Indemnification – Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability, or expense (including reasonable attorneys' fee) arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.*

## **17. Extinguishment of Development Rights**

*Except as otherwise reserved to the Grantor in this Easement, all development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.*

## **18. Enforcement**

*Grantee shall have the right and such easement is hereby granted, to enter upon the Property upon reasonable advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation*

*Notwithstanding the foregoing, where Grantee in Grantee's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the conservation values of the Property, Grantee may bring an action to enjoin the violation, ex prate if necessary, through temporary or permanent injunction.*

*In addition to injunctive relief, Grantee shall be entitled to seek the following remedies in the event of a violation:*

*(a) money damages, including damages for loss of the conservation values protected by this Easement; and*

*(b) Restoration of the Property to its condition existing prior to such violation*

*Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including, but not limiting to, reasonable attorneys' fees. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.*

## **19. Transfer of Easement**

*Grantee shall have the right to transfer this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code and under the S.C. Conservation Easement of 1991, provided the transferee expressly agrees to assume the responsibility imposed on Grantor by this Easement.*

## **20. Transfer of Property**

*Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which it transfers or divests itself of any interest, including, without limitation, a leasehold interest, in all or a portion of the Property. Grantor shall notify Grantee in writing at least thirty (30) days before conveying the Property, or any part thereof or interest therein, to any third party. Failure of Grantor to do so shall not impair the validity of this Easement or limit its enforceability in any way.*

## **21. Amendment of Easement**

*This Easement may be amended only with the written consent of Grantor and Grantee. Any such amendment shall be consistent with the Statement of Purpose of this Easement and with Grantee's easement amendment policies, and shall comply with Section 170(h) of the Code or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with all applicable state statutes or any regulations promulgated pursuant to that law. Any such amendment shall be duly recorded.*

## **22. Extinguishment**

*If this Easement is extinguished by judicial proceeding, Grantee shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, calculated in accordance with Paragraph 23 below. Grantee shall use its portion of said proceeds in a manner consistent with the general conservation purposes of this Easement.*

## **23. Proceeds**

*The grant of this Easement gives rise to a property right, immediately vested in Grantee which, for purposes of calculating proceeds from a sale or other disposition of the Property as contemplated under Paragraph 22 above, shall have a value equal to a percentage (the "Proportionate Share") of the value of the Property unencumbered by this Easement. The Proportionate Share shall be determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. The Proportionate Share shall remain constant.*

*Unless state law provides otherwise, if this Easement is terminated and the Property is subsequently sold, exchanged, or taken in condemnation then, as required by Treas. Reg. Sec. 1.170A-14(g)(6), Grantee shall be entitled to a portion of the proceeds from the sale, exchange or condemnation equal to the Proportionate Share.*

*All expenses related to the termination of this Easement shall be paid out of any recovered proceeds prior to distribution of the net proceeds as provided above.*

## **24. Interpretation**

*This Easement shall be interpreted under the laws of the State of South Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.*



## **25. Successors**

*Every provision of this Easement that applies to Grantor and Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and other successors in interest.*

## **26. Severability**

*Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.*

## **27. Notices**

*Any notices required by this Easement shall in writing and shall be personally delivered or sent by first class mail, to Grantor and Grantee respectively at the following addresses or such other addresses as the parties may designate by notice:*

*To Grantor:  
J. P. Neal, Jr  
217 Cordova Road  
Columbia, SC 29045*

*To Grantee:  
Richland County Conservation Commission  
P.O. Box 192  
Columbia, SC 29202*

## **28. Grantor's Title Warranty**

*Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances and hereby promises to defend the same against all claims that may be made against it. Grantor further warrants that any liens or mortgages existing on the property at time of execution of this conservation easement have been subordinated to this easement by the lender or other person or institution holding such claim.*

## **29. Subsequent Liens on Property**

*No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided however, that all subsequent liens shall be subservient to the conditions of this easement.*

## **30. Subsequent Encumbrances**

*The grant of any easements or use restrictions that might diminish or impair the agricultural viability or productivity of the Property or otherwise or impair the conservation values of the Property is prohibited, except with the permission of Grantee.*

## **31. Grantor's Environmental Warranty**

*Grantor warrants that it has no actual knowledge of release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability or expense (including reasonable attorney's fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.*

**32. Perpetuation of Easement**

*Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee.*

**33. Acceptance**

*As attested by the Seal of Richland County and the signature of its Chairman affixed hereto, Grantee hereby accepts the rights and responsibilities conveyed by this Easement.*

*TO HAVE AND TO HOLD this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.*

*IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.*

*Witness:*

\_\_\_\_\_  
\_\_\_\_\_

*Grantor:*

\_\_\_\_\_  
*J.P. Neal*

*Grantee:*

*Witness:*

\_\_\_\_\_  
\_\_\_\_\_

*Richland County*

By \_\_\_\_\_

*Chairman, County Council*

*Acknowledgments*

*County of Richland  
State of South Carolina,*

*Personally appeared before me \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, and  
acknowledged that all material statements of fact in the foregoing Deed of Conservation Easement  
are true to the best of his/her knowledge and belief, and that the execution of said Deed of  
Conservation Easement is his/her free act and deed.*

\_\_\_\_\_  
*Notary Public (SEAL)  
My commission expires:*

*Acknowledgments*

*County of Richland)*

*State of South Carolina,*

*Personally appeared before me \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2009,  
and acknowledged that all material statements of fact in fact in the foregoing Deed of Conservation  
Easement are true to the of his/her knowledge and belief, and that the execution of said Deed is  
his/her free act and deed.*

\_\_\_\_\_  
*Notary Public (SEAL)*

*My commission expires:*

*Notary Public*

*(SEAL)*

*My commission expires:*

*ATTACHMENT A.*  
*PROPERTY DESCRIPTION*

# Richland County Council Request of Action

## **Subject**

Wetlands Mitigation Banking [**PAGES 166-172**]

## **Notes**

9/22/09 - The committee unanimously recommended that Council proceed with the pursuit of the wetland mitigation bank credits associated with Cabin Branch and Mistletoe Bay (a Carolina Bay wetland) in Lower Richland. Further, an overall countywide wetlands mitigation banking program is to be explored, with an update provided by the Administrator (in conjunction with the Central Midlands Council of Governments) by the end of the year.



## Richland County Council Request of Action

Subject: Consideration of whether or not to pursue mitigation banking

### A. Purpose

To consider whether or not it would be to the County's best interest to pursue wetlands mitigation banking.

### B. Background/Discussion

A mitigation bank is a wetland, stream, or other aquatic resource area that has been restored, established, enhanced, or (in certain circumstances) preserved for the purpose of providing compensation for unavoidable impacts to aquatic resources permitted under Section 404 of the Federal Clean Water Act or a similar state or local wetland regulation. A mitigation bank may be created when a government agency, corporation, nonprofit organization, or other entity undertakes these activities under a formal agreement with a regulatory agency, such as the Army Corp of Engineers. Mitigation banks have four distinct components:

The bank site: the physical acreage restored, established, enhanced, or preserved;

The bank instrument: the formal agreement between the bank owners and regulators establishing liability, performance standards, management and monitoring requirements, and the terms of bank credit approval;

The Interagency Review Team (IRT): the interagency team that provides regulatory review, approval, and oversight of the bank; and

The service area: the geographic area in which permitted impacts can be compensated for at a given bank.

The value of a bank is defined in "compensatory mitigation credits." A bank's instrument identifies the number of credits available for sale and requires the use of ecological assessment techniques to certify that those credits provide the required ecological functions. Although most mitigation banks are designed to compensate only for impacts to various wetland types, some banks have been developed to compensate specifically for impacts to streams (i.e., stream mitigation banks).

Mitigation banks are a form of "third-party" compensatory mitigation, in which the responsibility for compensatory mitigation implementation and success is assumed by a party other than the permittee. This transfer of liability is an attractive feature for Section 404 permit-holders, who would otherwise be responsible for the design, construction, monitoring, ecological success, and long-term protection of the site.

On May 5, 2009, the Honorable Kelvin Washington moved, seconded by the Honorable Gwendolyn Kennedy, to direct staff to provide information on the potential financial value of the wetland mitigation bank credits associated with the following: Carolina Bay, Cabin Branch and adjacent sites with significant amount of buffer for the purpose of developing a mitigation bank and environmental sensitive light recreational activity areas and facilities.

On May 19, 2009, the Honorable Kelvin Washington made a motion directing staff to provide information by September 1, 2009 on the potential financial value of the wetland mitigation bank credits associated with Carolina Bay, Cabin Branch, and adjacent sites with significant amount of

buffer for the purpose of developing a mitigation bank and environmental sensitive light recreational activity areas and facilities. This information is attached via correspondence from COG.

On September 1, 2009, the County Administrator, J. Milton Pope, reported that he had forwarded potential mitigation values to Council for the properties in Mr. Washington's motion. (Attached correspondence from COG.) This item was then forwarded to the D&S Committee. Mr. Pope also stated that a work session regarding Mitigation Banks and Credits should be scheduled. Mr. Pope stated that he would work with the Chairman and Clerk of Council to come up with dates.

Attached is a copy of a letter received from the Central Midlands Council of Governments, which states that they would like to partner with the County, should Council decide to go forward with this action. In addition, information found on the EPA website concerning mitigation banking credits is attached.

**C. Financial Impact**

There will be a financial cost to create a mitigation bank; such cost would vary depending on the projects undertaken, but could run into hundreds of thousands of dollars. A funding source would have to be identified. The costs could be offset by the proceeds of mitigation banking credit sales. The County could also benefit in the event that the County needed mitigation credits for public works or economic development projects.

**D. Alternatives**

1. Pursue wetlands mitigation banking.
2. Do not pursue wetlands mitigation banking.

**E. Recommendation**

This request is at Council's discretion.

**F. Approvals**

**Finance**

Reviewed by: Daniel Driggers

Date: 9/10/09

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: No recommendation, this is a policy decision for Council. A funding source will need to be identified if program and projects are approved.

**Planning**

Reviewed by: Joe Kocy

Date: 9/10/09

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Initial funding is needed, a program can generate resources and become self-funding.

**Legal**

Reviewed by: Larry Smith

Date: 9-15-09

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion

**Administration**

Reviewed by: Sparty Hammett

Date: 9/15/09

Recommend Council approval



Recommend Council denial

Comments regarding recommendation: Recommend pursuit of mitigation banking.



August 31, 2009

Milton Pope, Administrator  
Richland County  
P.O. Box 192  
Columbia, SC 29202

Dear Milton:

As requested, I am providing information on the potential financial value of wetlands mitigation banking credits associated with 1) Cabin Branch and 2) Mistletoe Bay (a Carolina Bay wetland) in Lower Richland. Both areas were part of the study area examined by a County ad hoc committee in 2008. That study (see *Screening of Alternatives: Executive Summary Lower Richland Blvd. Property Community / Regional Park*) looked at the potential for a recreational facility in the vicinity of these wetlands.

CMCOG's consultant, Shannon Smith / Southeastern Environmental Solutions, has prepared a regional inventory of potential mitigation areas, including an identification of several areas in different parts of Richland County. She has estimated the mitigation values of some specific sites, including Cabin Branch and Mistletoe Bay. Her analysis of these sites is limited to the Hopkins family property-- we do not have comparable information on the Mungo property to the north of the Carolina Bay. Here are the SES estimates of "gross mitigation value":

|                               |             |                            |
|-------------------------------|-------------|----------------------------|
| Carolina Bay:                 | \$3,552,645 | (\$41,796/Ac. X 85 Acres)  |
| Cabin Branch:                 | \$1,569,716 | (\$12,659/Ac. X 124 Acres) |
| Adjacent Sites <sup>2</sup> : | \$164,055   | (\$7,812/Ac. X 21 Acres)   |
| TOTAL                         | \$5,286,416 | (\$22,984/Ac. X 230 Acres) |

<sup>1</sup> Acreage and valuations are estimates only, and are subject to survey and such other determinations as may be appropriate.

<sup>2</sup> Approximately 6.7 acres between the Carolina Bay and Cabin Branch and approximately 13.9 acres in Cabin Branch, in addition to and contiguous to the 124 acres in Cabin Branch.

Please note that these estimates reflect potential, gross value. There is a rigorous process, overseen by the U.S. Army Corps of Engineers, involved in establishing a mitigation bank and selling mitigation credits. Approval by the Corps is not guaranteed, and the value of the credits can be affected by supply and demand. Expenses involved in setting up a mitigation bank include surveys, delineations, and environmental studies needed to satisfy the Corps' requirements, legal expenses, and wetlands restoration costs.

*Serving Local Governments in South Carolina's Midlands*

236 Stoneridge Drive, Columbia, SC 29210 ♦ (803) 376-5390 ♦ FAX (803) 376-5394 ♦ Web Site: <http://www.centralmidlands.org>

Item# 23

Attachment number 1  
Page 4 of 7

I hope this information is helpful. If the County is interested in mitigation banking, I suggest you consider partnering or contracting with CMCOG. I'll be glad to discuss this with you at your convenience.

Best Regards,

A handwritten signature in black ink that reads "Norman Whitaker". The signature is written in a cursive, flowing style.

Norman Whitaker, AICP  
Executive Director  
Central Midlands Council of Governments



## Wetlands Compensatory Mitigation

*The objective of the Clean Water Act (CWA) is to restore and maintain the chemical, physical, and biological integrity of the Nation's waters. Toward achievement of this goal, the CWA prohibits the discharge of dredged or fill material into waters of the United States unless a permit issued by the Army Corps of Engineers or approved State under CWA Section 404 authorizes such a discharge.*

*For every authorized discharge, the adverse impacts to wetlands, streams and other aquatic resources must be avoided and minimized to the extent practicable. For unavoidable impacts, compensatory mitigation is required to replace the loss of wetland and aquatic resource functions in the watershed. Compensatory mitigation refers to the restoration, establishment, enhancement, or in certain circumstances preservation of wetlands, streams or other aquatic resources for the purpose of offsetting unavoidable adverse impacts.*

### The Mitigation Sequence:

Compensatory mitigation is actually the third step in a sequence of actions that must be followed to offset impacts to aquatic resources. The 1990 Memorandum of Agreement (MOA) between the Environmental Protection Agency (EPA) and the Department of Army establishes a three-part process, known as the mitigation sequence to help guide mitigation decisions and determine the type and level of mitigation required under Clean Water Act Section 404 regulations.

Step 1. Avoid - Adverse impacts to aquatic resources are to be avoided and no discharge shall be permitted if there is a practicable alternative with less adverse impact.

Step 2. Minimize - If impacts cannot be avoided, appropriate and practicable steps to minimize adverse impacts must be taken.

Step 3. Compensate - Appropriate and practicable **compensatory mitigation** is required for unavoidable adverse impacts which remain. The amount and quality of compensatory mitigation may not substitute for avoiding and minimizing impacts.

### Methods of Compensatory Mitigation:

Even after avoiding and minimizing impacts, projects that will cause adverse impacts to wetlands, streams and other aquatic resources typically require some type of compensatory mitigation. The Army Corps of Engineers (or approved state authority) is responsible for determining the appropriate form and amount of compensatory mitigation required. Methods of compensatory mitigation include restoration, establishment, enhancement and preservation.

- **Restoration:** Re-establishment or rehabilitation of a wetland or other aquatic resource with the goal of returning natural or historic functions and characteristics to a former or degraded wetland. Restoration may result in a gain in wetland function or wetland acres, or both.
- **Establishment (Creation):** The development of a wetland or other aquatic resource where a wetland did not previously exist through manipulation of the physical, chemical and/or biological characteristics of the site. Successful establishment results in a net gain in wetland acres and function.
- **Enhancement:** Activities conducted within existing wetlands that heighten, intensify, or improve one or more wetland functions. Enhancement is often undertaken for a specific purpose such as to improve water quality, flood water retention or wildlife habitat. Enhancement results in a gain in wetland function, but does not result in a net gain in wetland acres.



- **Preservation:** The permanent protection of ecologically important wetlands or other aquatic resources through the implementation of appropriate legal and physical mechanisms (i.e. conservation easements, title transfers). Preservation may include protection of upland areas adjacent to wetlands as necessary to ensure protection or enhancement of the aquatic ecosystem. Preservation does not result in a net gain of wetland acres and may only be used in certain circumstances, including when the resources to be preserved contribute significantly to the ecological sustainability of the watershed.

## **Mechanisms for Compensatory Mitigation:**

Compensatory mitigation for unavoidable wetland impacts may be accomplished through three distinct mechanisms. With permittee-responsible mitigation, the permittee maintains liability for the construction and long-term success of the site. Mitigation banking and in-lieu fee mitigation are forms of "third party" compensation, where the liability for project success is transferred to the mitigation bank or in-lieu fee sponsor.

- **Permittee-Responsible Mitigation:** Restoration, establishment, enhancement or preservation of wetlands undertaken by a permittee in order to compensate for wetland impacts resulting from a specific project. The permittee performs the mitigation after the permit is issued and is ultimately responsible for implementation and success of the mitigation. Permittee-responsible mitigation may occur at the site of the permitted impacts or at an off-site location within the same watershed.

- **Mitigation Banking:** A wetlands mitigation bank is a wetland area that has been restored, established, enhanced or preserved, which is then set aside to compensate for future conversions of wetlands for development activities. Permittees, upon approval of regulatory agencies, can purchase credits from a mitigation bank to meet their requirements for compensatory mitigation. The value of these "credits" is determined by quantifying the wetland functions or acres restored or created. The bank sponsor is ultimately responsible for the success of the project. Mitigation banking is performed "off-site," meaning it is at a location not on or immediately adjacent to the site of impacts, but within the same watershed. Federal regulations establish a flexible preference for using credits from a mitigation bank over the other compensation mechanisms.

- **In-Lieu Fee Mitigation:** Mitigation that occurs when a permittee provides funds to an in-lieu-fee sponsor (a public agency or non-profit organization). Usually, the sponsor collects funds from multiple permittees in order to pool the financial resources necessary to build and maintain the mitigation site. The in-lieu fee sponsor is responsible for the success of the mitigation. Like banking, in-lieu fee mitigation is also "off-site," but unlike mitigation banking, it typically occurs after the permitted impacts.

# Richland County Council Request of Action

**Subject**

Neighborhood Matching Grant Awards **[PAGES 174-175]**

**Notes**

9/22/09 - The committee unanimously recommended that Council award the Emerald Valley, Berkley Forest, We Are Olympia, and Killian Green neighborhood grants as presented.

## Richland County Council Request of Action

**Subject:**     Neighborhood Matching Grant Awards

### A. Purpose:

The Neighborhood Matching Grant committee has reviewed the qualified applications and recommends that Council award the following grants:

| <u>Neighborhood</u> | <u>District</u> | <u>Recommended Amount</u> | <u>Approved projects</u>                |
|---------------------|-----------------|---------------------------|---|
| Emerald Valley      | 2               | \$1,000.00                | Community lighting and membership drive |
| Berkley Forest      | 6               | \$950.00                  | Entranceway Restoration                 |
| We Are Olympia      | 5               | \$305.00                  | Community Festival                      |
| Killian Green       | 8               | \$745.00                  | Safety Day                              |

### B. Background / Discussion

In July, Council approved the committee's recommendation to award 21 grants absorbing \$17,000 of the \$20,000 Council dedicated to the grant program. To exhaust the outstanding funds, the Neighborhood Coordinator for Richland County worked with the remaining applicants to help them develop more relevant and effective projects. The applicants who scheduled consultations, were eligible to compete for the remaining funds. The application re-submittal period was 40 days.

### C. Financial Impact

There is no financial impact associated with this request.

### D. Alternatives

1. Approve the request to award 4 neighborhood grants to the qualified applicants.
2. Do not approve the request to award the grants.

### E. Recommendation

It is recommended that Council approve the request to award 4 neighborhood grants.

Recommended by:  
Erica Hink

Department:  
Neighborhood Improvement Program

Date:  
September 11, 2009

## F. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

### Finance

Reviewed by: Daniel Driggers

Date: 9/11/09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Planning

Reviewed by: Joseph Kocy

Date: 9/14/09

x Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Legal

Reviewed by: Larry Smith

Date: 9-14-09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Administration

Reviewed by: Sparty Hammett

Date: 9/14/09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Fiscal Year 2009-2010 General Fund Annual Budget to appropriate \$90,157 of General Fund Undesignated Fund Balance to the Court Administration Budget, Magistrates Budget and Central Services Budget **[FIRST READING] [PAGES 177-178]**

## **Notes**

9/22/09 - The committee unanimously recommended that Council give 1st reading approval to a budget amendment to add an additional \$72,213 to Court Administration's FY10 budget; and additional \$10,644 to the Magistrate's FY10 budget; and an additional \$7,300 to the Central Services' FY10 budget for the purpose of complying with the Uniform Expungement of Criminal Records Act.

First Reading:

Second Reading:

Public Hearing:

Third Reading:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_-10HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2009-2010 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$90,157 OF GENERAL FUND UNDESIGNATED FUND BALANCE TO THE COURT ADMINISTRATION BUDGET, MAGISTRATES BUDGET, AND CENTRAL SERVICES BUDGET FOR ADDITIONAL COSTS ASSOCIATED WITH THE UNIFORM EXPUNGEMENT OF CRIMINAL RECORDS ACT.

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

SECTION I. That the amount of ninety thousand one hundred fifty seven dollars (\$90,157) be appropriated to the Fiscal Year 2009-2010 Court Administration, Magistrates, and Central Services budgets. Therefore, the Fiscal Year 2009-2010 General Fund Annual Budget is hereby amended as follows:

REVENUE

|  |                  |
|--|------------------|
| Revenue appropriated July 1, 2009 as amended:            | \$ 135,082,777   |
| Appropriation of General Fund undesignated fund balance: | \$ <u>90,157</u> |
| Total General Fund Revenue as Amended:                   | \$ 135,172,934   |

EXPENDITURES

|  |                 |
|--|-----------------|
| Expenditures appropriated July 1, 2009 as amended: | \$ 135,082,777  |
| Increase to Court Administration Budget:           | \$ 72,213       |
| Increase to Magistrates' Budget:                   | \$ 10,644       |
| Increase to Central Services Budget:               | \$ <u>7,300</u> |
| Total General Fund Expenditures as Amended:        | \$ 135,172,934  |

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 \_\_\_\_\_, 2009.



RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

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

OF \_\_\_\_\_, 2009

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Fiscal Year 2009-2010 Hospitality Tax Fund Annual Budget Amendment to appropriate \$100,000 of Hospitality Tax Fund Designated Fund Balance for the next steps in the design-development phase of the Regional Sports Complex **[FIRST READING] [PAGES 180-181]**

## **Notes**

9/22/09 - The committee unanimously recommended that Council give 1st reading approval to a budget amendment in the amount of \$100,000 for the next steps in the Design-Development Phase of the Regional Sports Complex.

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

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_-10HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2009-2010 HOSPITALITY TAX FUND ANNUAL BUDGET TO APPROPRIATE \$100,000 OF HOSPITALITY TAX FUND RESERVED FUND BALANCE FOR THE DESIGN-DEVELOPMENT PHASE OF A REGIONAL SPORTS COMPLEX.

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

SECTION I. That the amount of one hundred thousand (\$100,000) be appropriated to the Fiscal Year 2009-2010 Hospitality Tax Fund Budget for the design-development phase of a Regional Sports Complex. Therefore, the Fiscal Year 2009-2010 Hospitality Tax Annual Budget is hereby amended as follows:

REVENUE

|  |                   |
|--|-------------------|
| Revenue appropriated July 1, 2009 as amended:          | \$ 4,879,545      |
| Appropriation of Hospitality Tax reserved fund balance | \$ <u>100,000</u> |
| Total Hospitality Fund Revenue as Amended:             | \$ 4,979,545      |

EXPENDITURES

|   |                   |
|---|-------------------|
| Expenditures appropriated July 1, 2009 as amended:  | \$ 4,879,545      |
| Increase to Hospitality Tax:                        | \$ <u>100,000</u> |
| Total Hospitality Tax Fund Expenditures as Amended: | \$ 4,979,545      |

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 \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

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

OF \_\_\_\_\_, 2009

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

**Subject**

Blythewood Intergovernmental Agreements [**PAGES 183-207**]

**Notes**

9/22/09 - The committee unanimously recommended approval of the Intergovernmental Agreements in concept. Administration will present final recommendations at the 10/06/09 Council meeting.

## Richland County Council Request of Action

**Subject:** The Town of Blythewood Intergovernmental Agreements

### **A. Purpose**

Council is requested to approve in concept the attached Intergovernmental Agreements (IGA's) between Richland County and the Town of Blythewood regarding Animal Care, Traffic and Street Signs, Municipal Judge, Taxes, and Solid Waste Collection.

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

Correspondence from Blythewood's Town Attorney (Lee W. Zimmerman) is attached, along with the IGA's. The departments impacted by each of the IGA's were forwarded the information, and the directors of those departments were requested to respond to the impact of the IGA's on current and future operations. The responses from those directors are below, and their requested revisions (if applicable) have been made by the Legal Department, and are attached for your review.

#### **Traffic and Street Signs IGA:**

Per David Hoops, the Department of Public Works presently maintains signs in the town of Blythewood. This agreement would not affect that operation.

The Revisions #1 and 2 to the 2003 MUTCD require that:

1. A sign inventory system be in place in Jan. 2112. We anticipate that it will be necessary to use consultant services to achieve the field evaluation. If we include all communities served, there will be an added cost for those services. A rough estimate of the consultant evaluation county wide is \$50,000 and Mr. Hoops estimates Blythewood's share to be \$5,000.
2. All traffic control devices (stop, yield, speed limit sign, etc.) have to conform to the new reflectivity standards in Jan. 2015. That date is past the 4 years in the agreement, but will need to be addressed in the future. Per Mr. Hoops, until we complete the inventory, we have no way to anticipate the total cost or Blythewood's share.
3. All street name signs have to conform to reflectivity and size standards in Jan. 2018. Again, past the 4 years of this agreement, and can't be estimated until the inventory is completed.

Comments on the agreement:

1. Item 1. should include a statement that the cost of the MUTCD upgrades will be covered by the community.
2. Item 2. should include a statement that emergency replacement of traffic control signs does not require town approval.

### **Animal Care IGA**

Per Sandra Haynes, Director of Animal Care: I do not have any recommended changes to the IGA with the town of Blythewood. This IGA allows the department to enforce the animal ordinance in the Town of Blythewood in the same manner as operated in the unincorporated areas of the County. There is no additional cost associated with the request.

### **Solid Waste Collection IGA**

Per Paul Alcantar, Solid Waste Director: I have reviewed the agreement for continuing to provide Solid Waste Services to the Town of Blythewood and see no impact to operations or any additional cost in the continuation of the current level of service we are providing. I have listed my recommendation for changes to the letter below.

# 1 I would suggest we remove Public Works department and insert Solid Waste

#2 the second paragraph reads The revenues generated therefore shall be deposited with the Richland County Treasurer and shall be used for the purpose of operating the roll cart and recycling system, I would suggest adding (and all cost associated with the solid waste program).

### **Municipal Judge**

Per the Legal Department, the recommendations are as follows: The Municipal Judge agreement should be updated with the particular Magistrate's name when that is available. Further, verbiage has been added on #2.

### **Taxes**

Per the Treasurer's Office: Treasurer Adams and his staff reviewed the Blythewood Intergovernmental Agreement relating to Taxes. One change needs to be made on line 2 of Item 5 at the top of page 2, "entire 2005 tax year" needs to be updated to say "entire 2009 tax year." Once that change is made, we are in agreement with the remaining language.

## **C. Financial Impact**

Varies per IGA.

## **D. Alternatives**

1. Approve in concept all of the intergovernmental agreements with the Town of Blythewood as amended.
2. Do not approve the intergovernmental agreements with the Town of Blythewood.

## **E. Recommendation**

Approve in concept. Administration will finalize recommendations before the October 6, 2009 Council Meeting.

J. Milton Pope, County Administrator  
September 17, 2009



July 28, 2009

Lee W. Zimmerman

lzimmerman@mcnair.net  
T (803) 799-9800  
F (803) 753-3219

Mr. Milton Pope  
Richland County Administrator  
2020 Hampton Street  
Room 4058  
Columbia, South Carolina 29202

Re: Intergovernmental Agreements  
Richland County and Town of Blythewood

Dear Administrator Pope:

In a recent email to John Perry, Town Administrator for the Town of Blythewood, you asked Mr. Perry to have the Town Attorney forward the draft intergovernmental agreements to you for your legal department's review. Enclosed with this letter are five draft intergovernmental agreements covering Animal Care, Traffic and Street Signs, Municipal Judge, Taxes, and Solid Waste Collection. As the Town Attorney for the Town of Blythewood, I am available to meet with you or the county attorney to discuss these agreements in more detail.

Thank you for your assistance in this matter. If you have any questions, please contact me at 799-9800.

Sincerely,

McNAIR LAW FIRM, P.A.



Lee W. Zimmerman  
Town Attorney  
Town of Blythewood

LWZ:cb  
Enclosures

cc: John Perry

McNair Law Firm, P. A.  
The Tower at 1301 Gervais  
1301 Gervais Street, 11th Floor  
Columbia, SC 29201

Mailing Address  
P.O. Box 11390  
Columbia, SC 29211

mcnair.net

ADMINISTRATORS OFFICE  
RICHLAND COUNTY

09 JUL 31 AM 9:50

RECEIVED

STATE OF SOUTH CAROLINA )  
 )  
RICHLAND COUNTY )

**INTERGOVERNMENTAL AGREEMENT**  
**(Animal Care)**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, is by and between Richland County (hereinafter the "County") and the Town of Blythewood (hereinafter the "Town").

RECITALS

WHEREAS, the County and the Town previously entered into an agreement dated April 25, 1983 for animal care services within the Town; and

WHEREAS, the Town desires to continue utilizing the services of the County Animal Care Department for all animal care services; and

WHEREAS, the County is willing to continue providing the Town said animal care services; and

WHEREAS, the parties desire to terminate the previously executed agreement and replace it with this Agreement;

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

1. The Animal Care Department of the County shall provide such services to secure the enforcement and uniformity of animal control regulations within the Town in compliance with the animal control ordinances of the County and in accordance with the laws of the State of South Carolina where applicable. The County shall provide the same degree, type and level of service as customarily provided to residents of the unincorporated areas of Richland County, which shall include, but not be limited to:

a) Field services shall include patrolling for stray, injured, nuisance and vicious animals and enforcing the County Animal Care Ordinance to include issuance of violation notices, citations and pet license applications. The County shall be responsible for the investigation and enforcement of animal cruelty, neglect and abandonment of animals. The County shall be responsible for the disposal of deceased animals prepared according to guidelines. The County shall be responsible for public education in the areas of responsible pet ownership.

b) Licensing of animals of the Town shall be in accordance with the County Ordinance. The County staff shall be responsible for maintaining records, receiving payment and issuing tags.

c) Animal Housing/Veterinary Services – County shall transport animals to locations contract or designated by the County. The County shall ensure veterinary services for sick or injured animals as set forth in veterinary contract.

d) Rabies Control – The County shall act as agent of the Town in relation to animal bites and rabies testing. Activities include but are not limited to investigation of all reported bites and quarantining of biting animals in pursuit to the Department of Health and Environmental Services of South Carolina guidelines and performing of such duties as necessary to prepare and deliver animals for rabies testing.

2. The Town shall, within a reasonable time after signing of this Agreement, amend Chapter 90 of the Town of Blythewood Code of Ordinances, or enact a new ordinance to adopt the current Richland County Animal Care Ordinance and all subsequent amendments thereto.

3. In any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to the enforcement of the Richland County Animal Care ordinance adopted by the Town, the adopted animal care ordinances shall take precedence since it is hereby declared to be the intent of the parties to give the County exclusive authority regarding the enforcement of such regulations within the territorial limits of the Town of Blythewood which lie within the jurisdiction of Richland County.

4. This Agreement shall have a term of four (4) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

5. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Blythewood.

6. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Blythewood which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County.

The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**RICHLAND COUNTY**

\_\_\_\_\_  
By: \_\_\_\_\_  
Council Chairperson

**TOWN OF BLYTHEWOOD**

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

STATE OF SOUTH CAROLINA )  
 )  
 RICHLAND COUNTY ) **INTERGOVERNMENTAL AGREEMENT**  
**(Traffic and Street Signs)**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, is by and between Richland County (hereinafter the "County") and the Town of Blythewood (hereinafter the "Town").

RECITALS

WHEREAS, the County and the Town previously entered into an agreement dated August 31, 1992 for uniformity of traffic and street signs system within the Town; and

WHEREAS, the Town desires to continue utilizing the services of the County Public Works Department to obtain such uniformity; and

WHEREAS, the County is willing to continue providing the Town said services; and

WHEREAS, the parties desire to terminate the previously executed agreement and replace it with this Agreement;

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

1. The Public Works Department of the County shall provide such services as are necessary to secure the uniformity of traffic and street signs within the Town of Blythewood in compliance with the ordinances and policies of the County and the laws of the State of South Carolina where applicable.
2. The County shall not install or remove traffic and street signs within the Town until the Town submits a written request to the County for such installation or removal.
3. The County, upon satisfactory completion of such improvements in accordance with the plans approved by the County, shall agree to maintain such improvements as part of the County system of such improvements.
4. In any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to policy standards or ordinances of the County relating to the installation, removal, or maintenance of street and traffic signs, the County's standards and ordinances shall take precedence since it is hereby declared to be the intent of the parties to give the County exclusive authority regarding the installation, removal, or maintenance of street and traffic signs within the territorial limits of the Town of Blythewood which lie within the jurisdiction of Richland County.

5. This Agreement shall have a term of four (4) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

6. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Blythewood.

7. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Blythewood which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**RICHLAND COUNTY**

\_\_\_\_\_  
By: \_\_\_\_\_  
Council Chairperson

**TOWN OF BLYTHEWOOD**

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

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

**INTERGOVERNMENTAL**  
**AGREEMENT**  
**(Municipal Judge)**

This Agreement made and entered into by and between the COUNTY OF RICHLAND, a political subdivision of the State of South Carolina, hereinafter referred to as the "County", and the TOWN OF BLYTHEWOOD, 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 the Richland County Magistrate, for the position of Blythewood Municipal Judge; and

WHEREAS, the County is willing to permit the Richland County Magistrate to serve as the Town of Blythewood Municipal Court Judge; and

WHEREAS, both the parties hereto are authorized to enter into the Agreement by virtue of the provisions of Section 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. The Richland County Magistrate shall serve as the Blythewood Administrative Municipal Court Judge.
2. The Richland County Magistrate 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 Court Judge, the Richland County Magistrate 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.
4. In order to compensate the County for the services of the Richland County Magistrate, the Town shall pay the County the sum of fifty 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 the Richland County Magistrate. The Town shall additionally be responsible for all sums 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 to the Richland County Magistrate less the deductions set forth in paragraph four above.
6. This Agreement may at any time be terminated by the Town Council of Blythewood or the Richland County Magistrate 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 County and the Town and the Town reserves the right to increase that portion of compensation rendered to the Richland County Magistrate for his services without approval of Richland County.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed by the Administrator or Richland County and the Town has, by direction of its Town Council, caused the Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 2009, which shall be known as the effective date of this Agreement.

For the Town of Blythewood

For the County of Richland

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
County Administrator

AND I DO SO CONSENT AND AGREE:

\_\_\_\_\_  
Richland County Magistrate

**STATE OF SOUTH CAROLINA )**  
**)**  
**RICHLAND COUNTY )**                      **INTERGOVERNMENTAL AGREEMENT**  
**(Taxes)**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, is by and between Richland County (hereinafter the "County") and the Town of Blythewood (hereinafter the "Town").

**RECITALS**

WHEREAS, the County and the Town previously entered into an agreement dated April 25, 1983 for the collection of real and personal property taxes; and

WHEREAS, the Town desires to continue utilizing the services of the County's Auditor Office and Treasurer's Office for the collection of real and personal property taxes; and

WHEREAS, the County is willing to continue providing the Town said collection of real and personal property taxes; and

WHEREAS, the parties desire to terminate the previously executed agreement and replace it with this Agreement;

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

1. The Auditor's Office and the Treasurer's Office of the County shall provide such tax collection services as are necessary to secure the efficient collection of real and personal property taxes for the Town.
2. The County shall have the authority necessary to implement the collection of real and personal property taxes in the Town, and the Town agrees to help in the enforcement of collections, particularly delinquent collections to the extent they are able.
3. To compensate the County for the collection of the Town's real and personal property taxes, the Town agrees that the County may keep all late payment penalties and the delinquent collection charge which shall be deposited in the County's General Fund.
4. The Town agrees to write off its portion of any tax bill that the Nulla Bona Committee declares uncollectible and to further allow the County to refund the Town's portion of a tax bill that the County is required to refund.
5. This Agreement shall become effective immediately and shall apply to the

entire 2005 tax year, as well as all subsequent years during the term of the Agreement.

6. This Agreement shall have a term of four (4) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

7. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Blythewood.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:

**RICHLAND COUNTY**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Council Chairperson

**TOWN OF BLYTHEWOOD**

\_\_\_\_\_  
\_\_\_\_\_

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

STATE OF SOUTH CAROLINA )  
) )  
RICHLAND COUNTY ) ) **INTERGOVERNMENTAL AGREEMENT**  
) ) **(Solid Waste Collection)**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between Richland County (hereinafter the "County") and the Town of Blythewood (hereinafter the "Town").

RECITALS

WHEREAS, the County and the Town previously entered into an agreement dated February 23, 1987 for an efficient system of refuse collection and disposal within the Town; and

WHEREAS, the Town desires to continue utilizing the services of the County Public Works Department for such system; and

WHEREAS, the County is willing to continue providing the Town said services; and

WHEREAS, the parties desire to terminate the previously executed agreement and replace it with this Agreement;

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

1. The Public Works Department of the County shall provide and service roll carts and recycling bins for each household in the Town for the purpose of providing a recycling and refuse collection and disposal system. All solid waste services shall be provided in accordance with the Richland County Code of Ordinances.

2. The County shall assess and collect an annual fee from each household in the Town. The fee shall be equal to the fees established by the County Council for solid waste services within the County. The revenues generated therefrom shall be deposited with the Richland County Treasurer and shall be used for the purpose of operating the rollcart and recycling system.

3. This Agreement shall have a term of four (4) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

4. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Blythewood.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and

year first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**RICHLAND COUNTY**

\_\_\_\_\_  
By: \_\_\_\_\_  
Council Chairperson

**TOWN OF BLYTHEWOOD**

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

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

**INTERGOVERNMENTAL AGREEMENT**  
**(Animal Care)**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, is by and between Richland County (hereinafter the "County") and the Town of Blythewood (hereinafter the "Town").

RECITALS

WHEREAS, the County and the Town previously entered into an agreement dated April 25, 1983 for animal care services within the Town; and

WHEREAS, the Town desires to continue utilizing the services of the County Animal Care Department for all animal care services; and

WHEREAS, the County is willing to continue providing the Town said animal care services; and

WHEREAS, the parties desire to terminate the previously executed agreement and replace it with this Agreement;

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

1. The Animal Care Department of the County shall provide such services to secure the enforcement and uniformity of animal control regulations within the Town in compliance with the animal control ordinances of the County and in accordance with the laws of the State of South Carolina where applicable.

The County shall provide the same degree, type and level of service as customarily provided to residents of the unincorporated areas of Richland County, which shall include, but not be limited to:

a) Field services shall include patrolling for stray, injured, nuisance and vicious animals and enforcing the County Animal Care Ordinance to include issuance of violation notices, citations and pet license applications. The County shall be responsible for the investigation and enforcement of animal cruelty, neglect and abandonment of animals. The County shall be responsible for the disposal of deceased animals prepared according to guidelines. The County shall be responsible for public education in the areas of responsible pet ownership.

b) Licensing of animals of the Town shall be in accordance with the County Ordinance. The County staff shall be responsible for maintaining records, receiving payment and issuing tags.

c) Animal Housing/Veterinary Services – County shall transport animals to locations contract or designated by the County. The County shall ensure veterinary services for sick or injured animals as set forth in veterinary contract.

d) Rabies Control – The County shall act as agent of the Town in relation to animal bites and rabies testing. Activities include but are not limited to investigation of all reported bites and quarantining of biting animals in pursuit to the Department of Health and Environmental Services of South Carolina guidelines and performing of such duties as necessary to prepare and deliver animals for rabies testing.

2. The Town shall, within a reasonable time after signing of this Agreement, amend Chapter 90 of the Town of Blythewood Code of Ordinances, or enact a new ordinance to adopt the current Richland County Animal Care Ordinance, and all subsequent amendments thereto.

3. In any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to the enforcement of the Richland County Animal Care ordinance adopted by the Town, the adopted animal care ordinances shall take precedence since it is hereby declared to be the intent of the parties to give the County exclusive authority regarding the enforcement of such regulations within the territorial limits of the Town of Blythewood which lie within the jurisdiction of Richland County.

4. This Agreement shall have a term of four (4) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

5. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Blythewood.

6. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Blythewood which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.



WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**RICHLAND COUNTY**

\_\_\_\_\_  
By: Paul Livingston, Richland  
County Council Chairperson

**TOWN OF BLYTHEWOOD**

\_\_\_\_\_  
By: \_\_\_\_\_,  
Blythewood Mayor



signs within the territorial limits of the Town of Blythewood which lie within the jurisdiction of Richland County.

5. This Agreement shall have a term of four (4) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

6. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Blythewood.

7. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Blythewood which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**RICHLAND COUNTY**

\_\_\_\_\_  
By: Anthony G. Mizzell, Richland  
County Council Chairperson

**TOWN OF BLYTHEWOOD**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_,  
Blythewood Mayor

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF RICHLAND       )

**INTERGOVERNMENTAL  
AGREEMENT  
(Municipal Judge)**

This Agreement made and entered into by and between the COUNTY OF RICHLAND, a political subdivision of the State of South Carolina, hereinafter referred to as the "County", and the TOWN OF BLYTHEWOOD, 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 the Richland County Magistrate, for the position of Blythewood Municipal Judge; and

WHEREAS, the County is willing to permit the Richland County Magistrate to serve as the Town of Blythewood Municipal Court Judge; and

WHEREAS, both the parties hereto are authorized to enter into the Agreement by virtue of the provisions of Section 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. The Richland County Magistrate shall serve as the Blythewood Administrative Municipal Court Judge.
- 2. The Richland County Magistrate 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. The provision of such services shall be in a time and manner so as not to interfere with the Richland County Magistrate's regular duties with Richland County.
- 3. While actually performing the functions and duties of the Administrative Municipal Court Judge, the Richland County Magistrate 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.
- 4. In order to compensate the County for the services of the Richland County Magistrate, the Town shall pay the County the sum of fifty 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 the Richland County Magistrate. The Town shall additionally be responsible for all sums 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 to the Richland County Magistrate less the deductions set forth in paragraph four above.
6. This Agreement may at any time be terminated by the Town Council of Blythewood or the Richland County Magistrate 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 County and the Town and the Town reserves the right to increase that portion of compensation rendered to the Richland County Magistrate for his services without approval of Richland County.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed and the Town has, by direction of its Town Council, caused the Agreement to be executed this day of \_\_\_\_\_, 2009, which shall be known as the effective date of this Agreement.

WITNESSES:

\_\_\_\_\_  
 \_\_\_\_\_

**RICHLAND COUNTY**

\_\_\_\_\_  
 By: Paul Livingston, Richland  
 County Council Chairperson

**TOWN OF BLYTHEWOOD**

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 By: \_\_\_\_\_,  
 Blythewood Mayor

AND I DO SO CONSENT AND AGREE:

\_\_\_\_\_  
 Richland County Magistrate

STATE OF SOUTH CAROLINA )  
 )  
 RICHLAND COUNTY )

**INTERGOVERNMENTAL AGREEMENT  
 (Taxes)**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, is by and between Richland County (hereinafter the "County") and the Town of Blythewood (hereinafter the "Town").

RECITALS

WHEREAS, the County and the Town previously entered into an agreement dated April 25, 1983 for the collection of real and personal property taxes; and

WHEREAS, the Town desires to continue utilizing the services of the County's Auditor Office and Treasurer's Office for the collection of real and personal property taxes; and

WHEREAS, the County is willing to continue providing the Town said collection of real and personal property taxes; and

WHEREAS, the parties desire to terminate the previously executed agreement and replace it with this Agreement;

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

1. The Auditor's Office and the Treasurer's Office of the County shall provide such tax collection services as are necessary to secure the efficient collection of real and personal property taxes for the Town.
2. The County shall have the authority necessary to implement the collection of real and personal property taxes in the Town, and the Town agrees to help in the enforcement of collections, particularly delinquent collections to the extent they are able.
3. To compensate the County for the collection of the Town's real and personal property taxes, the Town agrees that the County may keep all late payment penalties and the delinquent collection charge which shall be deposited in the County's General Fund.
4. The Town agrees to write off its portion of any tax bill that the Nulla Bona Committee declares uncollectible and to further allow the County to refund the Town's portion of a tax bill that the County is required to refund.
5. This Agreement shall become effective immediately and shall apply to the entire 2009 tax year, as well as all subsequent years during the term of the Agreement.

6. This Agreement shall have a term of four (4) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

7. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Blythewood.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**RICHLAND COUNTY**

\_\_\_\_\_  
By: Paul Livingston, Richland  
County Council Chairperson

\_\_\_\_\_  
\_\_\_\_\_

**TOWN OF BLYTHEWOOD**

\_\_\_\_\_  
By: \_\_\_\_\_  
Blythewood Mayor



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

**INTERGOVERNMENTAL AGREEMENT  
 (Solid Waste Collection)**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, is by and between Richland County (hereinafter the "County") and the Town of Blythewood (hereinafter the "Town").

RECITALS

WHEREAS, the County and the Town previously entered into an agreement dated February 23, 1987 for an efficient system of refuse collection and disposal within the Town; and

WHEREAS, the Town desires to continue utilizing the services of the County ~~Public Works Department~~ Solid Waste Department for such system; and

WHEREAS, the County is willing to continue providing the Town said services; and

WHEREAS, the parties desire to terminate the previously executed agreement and replace it with this Agreement;

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

1. The ~~Public Works Department~~ Solid Waste Department of the County shall provide and service roll carts and recycling bins for each household in the Town for the purpose of providing a recycling and refuse collection and disposal system. All solid waste services shall be provided in accordance with the Richland County Code of Ordinances.

2. The County shall assess and collect an annual fee from each household in the Town. The fee shall be equal to the fees established by the County Council for solid waste services within the County. The revenues generated therefrom shall be deposited with the Richland County Treasurer and shall be used for the purpose of operating the rollcart and recycling system and all other costs associated with the solid waste program.

3. This Agreement shall have a term of four (4) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

4. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Blythewood.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**RICHLAND COUNTY**

\_\_\_\_\_  
By: Paul Livingston, Richland  
County Council Chairperson

**TOWN OF BLYTHEWOOD**

\_\_\_\_\_  
By: \_\_\_\_\_,  
Blythewood Mayor

# Richland County Council Request of Action

**Subject**

Purchase of Menzi Muck Walking Excavator [**PAGES 209-210**]

**Notes**

9/22/09 - The committee unanimously recommended approval of the purchase of a replacement Menzi Muck Walking Excavator in the amount of \$220,400 for the Roads and Drainage Division of the Department of Public Works.

# Richland County Council Request of Action

**Subject:** Purchase of Menzi Muck Walking Excavator

## **A. Purpose**

County Council is requested to approve the purchase of a replacement Menzi Muck Walking Excavator in the amount of \$220,400.00 for the Roads and Drainage Division of the Department of Public Works.

## **B. Background / Discussion**

The Menzi Muck is a specially designed excavator with four independently functioning legs intended to be used in areas of sloping terrain or wet, marshy areas. It is especially useful in the maintenance of storm water drainage systems.

The unit currently owned by the County is a 2000 model, and is simply worn out. In excess of \$11,000.00 has been spent on repairs over the last two years as the equipment has reached the end of its useful life cycle. More importantly, the resulting downtime significantly impacts the ability of the Roads and Drainage division to respond to many job requests that require this equipment.

Menzi USA Sales is the United States distributor and was the successful responder to the bid conducted by the Procurement Department. The funding was contained in the FY09 budget, and has been rolled over to accommodate this purchase.

## **C. Financial Impact**

The financial impact to the County will be the purchase cost of \$220,400.00, available in the budget of the Roads and Drainage Division of the Department of Public Works.

The budget account is 3020735-5314.

The cost breakdown is as follows:

|                               |                |
|-------------------------------|----------------|
| Menzi Muck A61B, 4X2          | \$211,900.00   |
| Power Grip 4 in 1 Bucket      | \$ 8,100.00    |
| South Carolina Sales Tax (7%) | \$ 15,400.00   |
| Trade-In of 2000 Model        | \$ (15,000.00) |
| Total Price                   | \$220,400.00   |

## **D. Alternatives**

1. Approve the request to purchase the Menzi Muck excavator from Menzi Sales USA. This will allow the Roads and Drainage division to efficiently and effectively maintain the storm drain system.

2. Do not approve the request to purchase the Menzi Muck, which would force the County to continue to spend funds to repair this piece of equipment. Additionally, the resulting repair downtime would continue to hinder the effectiveness of the Roads and Drainage program.

**E. Recommendation**

It is recommended that County Council approve the request for the purchase of the Menzi Muck Walking Excavator.

Recommended by: Bill Peters Department: Support Services Date: 09/01/09

**F. Reviews**

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

**Finance**

Reviewed by: Daniel Driggers Date: 9/09/09  
✓ Recommend Council approval  Recommend Council denial  
Comments regarding recommendation: Funds are budgeted as stated

**Procurement**

Reviewed by: Rodolfo Callwood Date: 9/9/09  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:

**Legal**

Reviewed by: Larry Smith Date: 9-9-09  
✓ Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:

**Administration**

Reviewed by: Sparty Hammett Date: 9/09/09  
✓ Recommend Council approval  Recommend Council denial  
Comments regarding recommendation:

# Richland County Council Request of Action

**Subject**

Roll Cart Contract Award [**PAGES 212-213**]

**Notes**

9/22/09 - The committee unanimously recommended that Council approve the award of contract to OTTO Environmental Systems of North America, Inc. in the amount of \$310,500 for the purchase of 5000 95-gallon roll carts for the curbside collection program.

## Richland County Council Request of Action

**Subject:** Purchase of 95 Gallon Roll Carts: Contract RC-015-BV-0809

### **A. Purpose**

County Council is requested to authorize the Procurement Department to award and enter into a Contract with OTTO Environmental Systems Of North America, INC.

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

The solid waste department purchases 5000 95-gallon roll carts annually for our MSW curbside collection program. The contract with our previous vendor was scheduled to expire this year as a result public notice was advertised to all interested parties.

A Mandatory Pre-Bid Conference was scheduled on Wednesday, March 18, 2009 @ 1:00 p.m. Local Time and a request for proposals for the best value bid was due April 2, 2009.

All proposals received underwent a screening process and roll carts were tested by County staff. As a result of this process it was determined that OTTO environmental Systems of North America was the best value.

### **C. Financial Impact**

The Solid Waste Department is an enterprise fund and this purchase will not have any adverse effect on the departments budget. A sum of \$310,500.00 has been budgeted in the 2009 -2010 budget year for the purchase of new roll carts. Annually the solid waste department purchases 5000, 95-gallon new roll carts for replacement of damaged carts or new service startups.

### **D. Alternatives**

1. Approve the request to authorize the procurement department to award and enter into a contract with OTTO Environmental Systems of North America.
2. Do not approve the request.

### **E. Recommendation**

It is recommended that Council approve the Procurement Department to award and enter into a contract with OTTO Environmental Systems of North America.

Recommended by: Paul Alcantar

Department: Solid Waste

Date: 06/05/09



## F. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

### Finance

Reviewed by (Finance Director): Daniel Driggers Date: 9/09/09

✓ Recommend Council approval  Recommend Council denial

Comments regarding recommendation: Solid Waste is an enterprise fund with separate funding sources and dollars are available as stated.

### Procurement

Reviewed by: Rodolfo Callwood Date: 9/9/2009

Recommend Council approval  Recommend Council denial

Comments regarding recommendation:

### Legal

Reviewed by: Larry Smith Date: 9-9-09

✓ Recommend Council approval  Recommend Council denial

Comments regarding recommendation:

### Administration

Reviewed by: Tony McDonald Date: 9/10/09

✓ Recommend Council approval  Recommend Council denial

Comments regarding recommendation: Funds are budgeted as indicated above. No additional funding is required.

# Richland County Council Request of Action

**Subject**

Increase in Sidewalk Reimbursement [**PAGES 215-216**]

**Notes**

9/22/09 - The committee unanimously recommended approval for an increase in the allocation of funds for C PCN 35656, SCDOT State Road Sidewalk Program, from \$40,000 to \$265,085.04 for the installation of sidewalks along Beatty Road, Padgett Road, and Percival Road.

# Richland County Council Request of Action

**Subject:** Increase in Sidewalk Reimbursement

## A. Purpose

County Council is requested to increase the allocation of funds for C PCN 35656, SCDOT State Road Sidewalk Program, from \$40,000.00 to \$265,085.04. This project is identified as the installation of sidewalks along Beatty Road (S-311), Padgett Road (S-70), and Percival Road (SC-12).

## B. Background / Discussion

The SCDOT was originally allocated \$40,000.00 for the State Road Sidewalk Program, but are requesting the allocation of funds be increased to \$265,085.04 in order to fully support the entire scope of the project. **This project is already under contract and is under construction.**

## C. Financial Impact

There is no financial impact to the County. This is a 100% reimbursable award that requires no match from the County.

## D. Alternatives

1. Approve the request to increase the allocation of funds to \$265,085.04 to support the installation of state road sidewalks.
2. Do not approve the request to increase the allocation of funds and the C-Fund will go unused due to inadequate funding for the installation of state road sidewalks along Beatty Road, Padgett Road, and Percival Road.

## E. Recommendation

It is recommended that Council approve the request to increase the allocation of funds for the SCDOT State Road Sidewalk Program from \$40,000.00 to \$265,085.04 in order to fund the installation of sidewalks along Beatty Road (S-311), Padgett Road (S-70), and Percival Road (SC-12).

Recommended by: J. Stacy Culbreath, P.E., Asst. County Engineer  
Department: Public Works- Engineering Date: 9/10/09

## F. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

### Finance

Reviewed by: Daniel Driggers  
✓ Recommend Council approval

Date: 9-10-09  
 Recommend Council denial

Comments regarding recommendation:

Item# 30

Attachment number 1  
Page 1 of 2

**Procurement**

Reviewed by: Rodolfo Callwood

Recommend Council approval

Comments regarding recommendation:

Date: 9/10/09

Recommend Council denial

**Legal**

Reviewed by: Larry Smith

Recommend Council approval

Comments regarding recommendation:

Date: 9-15-09

Recommend Council denial

**Administration**

Reviewed by: Sparty Hammett

Recommend Council approval

Comments regarding recommendation:

Date: 9/15/09

Recommend Council denial

# 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 218-219]**

**Notes**

9/22/09 - The committee unanimously recommended that Council give First Reading approval to the recommended amendments to Sec. 25-20, Wrecker and Storage charges.

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

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_-09HR

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 ~~\$75~~ \$125 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 ~~\$50~~ \$75 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 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 ~~\$150~~ \$250 shall be made, plus an additional charge of ~~\$150~~ \$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 ~~\$25~~ \$50 to the wrecker operator if a basic tow truck was called or upon payment of ~~\$50~~ \$85 to the wrecker if a large tow truck was called.

(b) Storage charges on stored or impounded vehicles shall be \$10 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 \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

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

OF \_\_\_\_\_, 2009

---

Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

---

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

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



# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Fiscal Year 2009-2010 Title IV-D Sheriff's Fund Budget to appropriate \$10,000 of additional revenue due to revised revenue projections [**FIRST READING**] [**PAGES 221-222**]

## **Notes**

9/22/09 - The committee unanimously recommended Council give First Reading approval to a \$10,000 budget amendment for the FY10 budget for the Title IV funds based on updated revenue numbers.

First Reading:

Second Reading:

Public Hearing:

Third Reading:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_-10HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2009-2010 TITLE IV-D  
SHERIFF'S FUND BUDGET TO APPROPRIATE \$10,000 OF ADDITIONAL  
REVENUE DUE TO REVISED REVENUE PROJECTIONS.

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

SECTION I. That the amount of ten thousand (\$10,000) be appropriated to the Fiscal Year 2009-2010 Title IV-D Sheriff's Fund budget due to revised revenue projections. Therefore, the Fiscal Year 2009-2010 Title IV-D Sheriff's Fund Budget is hereby amended as follows:

REVENUE

|   |    |               |
|---|----|---------------|
| Revenue appropriated July 1, 2009 as amended:             | \$ | 55,000        |
| Appropriation of additional Title IV-D Sheriff's revenue: | \$ | <u>10,000</u> |
| Total Title IV-D Sheriff's Fund Budget as amended:        | \$ | 65,000        |

EXPENDITURES

|  |    |               |
|--|----|---------------|
| Expenditures appropriated July 1, 2009 as amended: | \$ | 55,000        |
| Increase to Title IV-D Sheriff's Fund budget:      | \$ | <u>10,000</u> |
| Total Title IV-D Sheriff's Fund Expenditures:      | \$ | 65,000        |

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 \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

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

OF \_\_\_\_\_, 2009

---

Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

---

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

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

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Fiscal Year 2009-2010 General Fund Annual Budget to appropriate \$81,000 of General Fund Undesignated Fund Balance to the Election Commission Budget for the mandated purpose of replacing batteries in electronic voting machines **[FIRST READING] [PAGES 224-225]**

## **Notes**

9/22/09 - The committee unanimously recommended that Council give First Reading approval to an \$81,000 budget amendment for the FY 10 budget for the Election Commission for the State Election Commission mandated purpose of replacing the motherboard batteries in the iVotronic electronic voting machines and the batteries in the PEB's (Personal Electronic Ballot cartridge that activates the machine for voting).

First Reading:

Second Reading:

Public Hearing:

Third Reading:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_-10HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2009-2010 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$81,000 OF GENERAL FUND UNDESIGNATED FUND BALANCE TO THE ELECTION COMMISSION BUDGET FOR THE PURPOSE OF REPLACING BATTERIES IN ELECTRONIC VOTING MACHINES.

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

SECTION I. That the amount of eighty one thousand dollars (\$81,000) be appropriated to the Fiscal Year 2009-2010 Election Commission budget. Therefore, the Fiscal Year 2009-2010 General Fund Annual Budget is hereby amended as follows:

REVENUE

|  |                  |
|--|------------------|
| Revenue appropriated July 1, 2009 as amended:            | \$ 135,001,777   |
| Appropriation of General Fund undesignated fund balance: | \$ <u>81,000</u> |
| Total General Fund Revenue as Amended:                   | \$ 135,082,777   |

EXPENDITURES

|  |                  |
|--|------------------|
| Expenditures appropriated July 1, 2009 as amended: | \$ 135,001,777   |
| Increase to Election Commission Budget:            | \$ <u>81,000</u> |
| Total General Fund Expenditures as Amended:        | \$ 135,082,777   |

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 \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

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

OF \_\_\_\_\_, 2009

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

**Subject**

Lobby Display for Hamilton-Owens Airport [**PAGES 227-234**]

**Notes**

9/22/09 - The committee unanimously recommended approval of the design and funding of the proposed lobby display/kiosk honoring Jim Hamilton and L. B. Owens.



# Richland County Council Request of Action

**Subject:** Hamilton-Owens Airport Display

**A. Purpose**

Richland County Council is being asked to approve the design funding of proposed lobby display/kiosk honoring Jim Hamilton and L.B. Owens.

**B. Background / Discussion**

At the direction of Richland County Council, the Office of Public Information did extensive research on airport display(s) that would pay proper homage to the airport founders. After consulting with Mr. Jim Hamilton, a representative from Historic Columbia, and several sign and design companies, the office is recommending a sleek and modern multi-media design. The design includes two “19 inch video monitors that would play historic movie-tone film of the original airport grand opening, as well as new footage of the modern airport. The proposed display would free-up floor space and require no cabinetry.

**C. Financial Impact**

The Office of Public Information has consulted with several companies and has concluded that the cost of such a display ranges from \$10,200.00 to \$7,647.00. This costs includes of media as well as a one year warranty on parts and labor.

**Proposed Cost (Turn-Key)**

| Company          | Cost        |
|------------------|-------------|
| Sign Boss        | \$7,647.00  |
| Skyline Exhibits | \$9,793.64  |
| Flagship Signs   | \$10,200.00 |

**D. Alternatives**

1. The alternatives are to approve the design request and budget amendment or to not approve the design or budget amendment.

**E. Recommendation**

It is recommended that Council review and approve the request to move forward with the design and funding of the proposed Jim Hamilton-L.B. Owens Airport Display.

Recommended by: Stephany Snowden

Department: PIO

Date: 09/10/09

## F. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

### Finance

Reviewed by: Daniel Driggers

Date: 9/14/09

Recommend Council approval

✓ Recommend Council denial

Comments regarding recommendation: Recommendation is not based on the merits of the request but that no funding source is identified. Approval would require the identification of funds and may require a budget amendment.

### Procurement

Reviewed by: Rodolfo Callwood

Date: 9/14/09

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Legal

Reviewed by: Larry Smith

Date: 9-15-09

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion

### Administration

Reviewed by: Tony McDonald

Date: 9/15/09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval, with funding to come from the balance of the money that was donated by outside organizations for interior furnishings when the Airport Terminal Building was constructed in 2005. The amount of the remaining funds is approximately \$12,000.



**From:** Mark Lowery [<mailto:mark@flagshipsigns.com>]  
**Sent:** Friday, August 21, 2009 1:41 PM  
**To:** STEPHANY SNOWDEN  
**Cc:** Phil Duke  
**Subject:** Re: Qwens Field

Stephany,  
I met with Robbie on Friday of last week and we looked over the project. After looking over the specs. this is a go for us. Robbie told me that we will be working with Richland County on this project. Will all the billing go thru you? Can we meet at the first of the week to get this project moving. We are looking at 4 to 5 week turn around time from receipt of deposit. The project is for \$10,200.00. The required deposit amount will be \$5,100.00 with the balance due upon completion. Look forward to meeting with you next week.

Thanks,  
Mark Lowery  
----- Original Message -----  
**From:** [STEPHANY SNOWDEN](#)  
**To:** [mark@flagshipsigns.com](mailto:mark@flagshipsigns.com)  
**Sent:** Thursday, August 13, 2009 10:36 AM  
**Subject:** stephany snowden





## Exhibits & Design

Tagname Jim Hamilton LB Owens Airport Display

**Proposal To:**  
Richland County Government  
Stephany Snowden

**Ship To:**

Phone: (803)576-2065

Phone:

## Quote

Quote # SEDQ4356  
Date 08/27/09  
Marketing Consultant Tim Carter  
Email tcarter@skylinexd.com

| Qty | Description  | Unit Price   | Ext. Price        |
|-----|--|--------------|-------------------|
| 1   | Integrated interior multimedia display for Jim Hamilton L.B. Owens Airport.<br><br>Approximate dimensions of entire display is 133" wide x 112" tall.<br><br>Hardware and graphics included are (2) 43" x 51" board mounted Lambda graphics, (2) 20" x 70" Lambda clear graphics on clear polycarb with 3" offset packages, (1) ceiling-to-floor mounted accessory pole, (2) 19" flat screen televisions with mounting brackets, and (1) DVD player with additional cables.<br><br>All labor and supervision to install wall structure, hardware, electrical, and A/V is included in this quote. | \$9,244.94   | \$9,244.94        |
| 1   |  | \$0.00       | \$0.00            |
|     |  | SubTotal     | \$9,244.94        |
|     |  | Sales Tax    | \$548.70          |
|     |  | <b>Total</b> | <b>\$9,793.64</b> |

### Payment Terms:

All items remain property of Skyline Exhibits & Design, Inc until paid in full.

Quote is valid for 30 days from quote date

By your acceptance of this quotation you have read and are agreeing to the attached Terms & Conditions.

Deviation from standard production lead times caused by client dictated schedules or delays will result in Rush Charges being billed to client.

Pricing is based on client supplying electronic-ready art. Failure to do so may result in additional billing.

Please sign and fax to 864-234-7996

[www.skyline.com](http://www.skyline.com)

346 Feaster Road

Greenville, SC 29615

Phone: 864-234-7995

Fax: 864-234-7996

Toll Free 866-851-0410

Page 1

Item# 34

Attachment number 1  
Page 5 of 8

# Skyline<sup>®</sup>

## Exhibits & Design

### Terms & Conditions

The following are the terms and conditions of your engagement with Skyline Exhibits & Design, Inc. By your acceptance of the attached quote, you ("Client") agree to each of the following terms and conditions in connection with the work to be done by Skyline Exhibits & Design, Inc. referred to in the attached quote (the attached quote and these terms and conditions are collectively referred to herein as the "Agreement"):

- 1) Payment Terms are as follows:
  - a) Parts, Partial Exhibits, Graphic Only and Exhibit Rentals are 100% pre-paid.
  - b) Exhibit Orders require a 70% down payment with the signed quote and terms & conditions to initiate the order. Balance is due prior to delivery of Exhibit Materials.
  - c) A 1.5% per month finance fee will be applied on past due invoices.
 Payment Methods may include:
  - a) Checks should be made out to Skyline Exhibits & Design, Inc.
  - b) Major Credit Cards are accepted. For amounts over \$3000 a 3% convenience fee will be charged.
  - c) Leasing Options are available.
- 2) Except as otherwise provided herein, all products, items, graphics, logos, designs, catch phrases, and other materials created by Skyline Exhibits & Design, Inc. are and shall remain the sole and exclusive property of Skyline Exhibits & Design, Inc. Notwithstanding the previous sentence, all intellectual property of Client which may be incorporated by Skyline Exhibits & Design, Inc. in the final product created by Skyline Exhibits & Design, Inc. shall remain at all times the property of Client. Client represents and warrants to Skyline Exhibits & Design, Inc. that none of the intellectual property which it instructs or permits Skyline Exhibits & Design, Inc. to use in connection with Skyline Exhibits & Design, Inc.'s performance of this Agreement infringes upon the intellectual property rights of any other person.
- 3) Skyline Exhibits & Design, Inc. is under no obligation nor does it warrant that graphics designed will be available in the future beyond 60 days from production. However, in the event art is archived by Skyline Exhibits & Design, Inc. and client seeks to re-use it an art retrieval fee will apply. It is understood that recreating art from the same electronic file does not guarantee an exact color match due to variances in printers and materials.
- 4) Client is responsible for all freight and handling fees related to this product and project. Freight quotes are estimates and may be adjusted and billed separately if necessary. Client owned products returned with rental to a Skyline Exhibits & Design, Inc. facility may incur a handling and freight fee for return of product to Client.
- 5) Skyline Exhibits & Design, Inc. can not control nor accept responsibility for product while it is not in our possession. We recommend Client insure all shipments for full replacement value. Any claims against shipping companies are solely the responsibility of the Client and the shipper. If it becomes necessary for Skyline Exhibits & Design, Inc. to act as Client's agent and engage a shipper on Client's behalf, Client agrees that Skyline Exhibits & Design, Inc. shall not be liable for any damage or injury caused by any third party shipper. In the event a show's general contractor chooses to force ship any items, Skyline Exhibit & Design, Inc.'s liability for any loss or damage shall be limited to amounts pre-paid to Skyline Exhibit & Design, Inc. for shipping costs.
- 6) Skyline makes no warranties related to specific delivery date(s) unless explicitly stated herein. We will make every effort to meet your requested delivery date. Clients will be billed Rush Charges if it is necessary to accelerate production to meet delivery deadlines based on Production Lead days as follows:
 

|                    |    |                  |    |                                |    |                 |   |               |   |
|--------------------|----|------------------|----|--------------------------------|----|-----------------|---|---------------|---|
| Standard Hardware: |    |                  |    | Standard Graphic Applications: |    |                 |   |               |   |
| Mirage             | 4  | Tube             | 6  | Curveform                      | 4  | Ink Jet         | 4 | Vinyl         | 6 |
| Mosaic             | 10 | Tablethrows      | 11 | Pods                           | 4  | Lambda Paper    | 4 | Cling         | 4 |
| Inliten            | 6  | Banner Stands    | 4  | Exhibit Cab.                   | 11 | Lambda Flex     | 4 | 3-D Ltrs      | 9 |
| SkyTruss           | 6  | Tradewinds       | 5  | Stratus                        | 6  | Dye Sub         | 6 | UV Direct     | 4 |
| Engage             | 11 | Fabric Structure | 8  | FSII                           | 15 | Test & Approval | 3 | Board Mounted | 4 |

Production Lead Times begin at noon of the day the Manufacturing Filter Department clears an order for production. Skyline Exhibits & Design, Inc. is not liable for delays resulting from acts of god, weather, work stoppages nor civil or military unrest. Custom applications or special order surface treatments will add to lead times.
- 7) Client acknowledges the products designed and distributed by Skyline Exhibits & Design, Inc. are 'custom' in nature and as such are open to subjective degrees of acceptability. Only products deemed by Skyline Exhibits, Inc. in its sole discretion to be unacceptable will be replaced or repaired.
- 8) Client acknowledges that only a test proof printed on the actual printer a final graphic will be created on is an accurate indication of color. Art approved via layouts electronically transmitted is subject to variances of computer monitors and interpolation programs. Client is responsible for ensuring spelling, spacing, punctuation, assigned colors, gradients and/or special visual effects are correct prior to production.

- 9) Purchased items are non-returnable. Deposits are non-refundable.
- 10) Client will indemnify and hold harmless Skyline Exhibits & Design, Inc. against any losses, damages, costs and expenses, including reasonable attorneys' fees, arising from or in any way related to Client's actions or inactions relating to this Agreement.
- 11) In no event will Skyline Exhibits & Design, Inc. be liable for any consequential, incidental, special, or punitive damages. In no event will the amount of Skyline Exhibits & Design, Inc.'s liability under this Agreement exceed the amount of Skyline Exhibits & Design, Inc.'s invoice for the work done by it under this Agreement.
- 12) This Agreement shall be governed by South Carolina law. This Agreement may not be amended or terminated except in writing signed by the party against whom enforcement is sought.

The terms and conditions above contain specific limitations and allocations of responsibility. Please read them carefully as they are incorporated and a part of the Agreement.



PROPOSAL FOR  
Owens Field Airport  
Display Kiosk

Includes-

Additional wall structure including  
wall finishes & trim

Digital prints mounted on 1/2" pvc &  
attached to wall with blind fasteners

Clear acrylic, 3/8" thick, w/ graphics  
& polished edges attached to wall with  
museum mounts

112" pole for mounting TV's

Two 19" LCD, flat screen, TV monitors

MPEG/JPEG playback devices

All labor and installation

My personal attention on the project,  
start to finish

One year parts and labor on everything

price- \$7647.00 plus applicable SC tax.

**1401 Dreher Island Road Chapin, South Carolina 29036**  
**803-750-3676**



# Richland County Council Request of Action

**Subject**

Multi Modal Conference Support **[PAGES 236-239]**

**Notes**

9/22/09 - The committee unanimously recommended that Council co-host the Multi Modal Conference with the City of Columbia, the CMRTA, and the Greater Columbia Chamber of Commerce. If funding will be requested, the request is to be brought back to Council for consideration.

## Richland County Council Request of Action

Subject: Richland County Support of National Multi-Modal Conference

### A. Purpose

Richland County Council is being asked to work with the City of Columbia, the Greater Columbia Chamber of Commerce and the CMRTA to host the National Multi-Modal Transportation Committee during the National Multi-Modal Conference, November 2<sup>nd</sup> – 3<sup>rd</sup>.

### B. Background / Discussion

- Councilwoman Joyce Dickerson currently serves on this committee, which consists of local and state leaders from the fields of government and business throughout the U.S. The organization is conducting a comprehensive transportation study of the entire nation. The organization is a proponent of the “complete streets” concept and supports the notion of multiple modes of transportation.
  
- At the request of Ms. Dickerson, the committee has agreed to host its conference in Columbia at the Columbia Metropolitan Convention Center in early November.

### C. Financial Impact

The Columbia Chamber of Commerce is currently working with the county to identify and solicit sponsors for the conference and it is unknown, what, if any financial impact the conference will have on the county, however any impact will not exceed \$5,000.

### D. Alternatives

1. Approve the request to co-sponsor the National Multi-Modal Transportation Conference
2. Do not approve the request to co-sponsor the National Multi-Modal Transportation Conference

### E. Recommendation

The Office of Public Information recommends that the county co-host the conference with the City of Columbia, the CMRTA, and the Greater Columbia Chamber of Commerce.

Recommended by:  
Stephany Snowden

Department:  
Office of Public Information

Date:  
09/10/09

### F. Reviews

#### Finance

Reviewed by: Daniel Driggers

Date: 9/11/09

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: We would recommend that if approved it include the identification of a funding source in the event sponsorship is not received.

**Legal**

Reviewed by: Larry Smith

✓ Recommend Council approval

Comments regarding recommendation:

Date: 9-11-09

Recommend Council denial

**Administration**

Reviewed by: Stephany Snowden

✓ Recommend Council approval

Comments regarding recommendation:

Date: 9-11-09

Recommend Council denial



**National Multi-Modal Transportation Steering Committee**

June 25, 2009

ViaEmail:jdickerson@rcgov.us

The Honorable Joyce Dickerson  
Richland County, South Carolina  
2020 Hampton Street, 2<sup>nd</sup> Floor  
Columbia, SC 29202

**Re: Hosting the National Multi-modal Transportation Steering Committee Meeting**

Dear Councilwoman Dickerson

**Thank you for your enthusiastic and continued support of the National Multi-Modal Transportation Steering Committee that was created in association with 1<sup>st</sup> Transportation Convention, March 5-7, 2008 in Washington, D.C.** We appreciate your interest in hosting the next Steering Committee Meeting and we look forward to working with you to make this meeting a great success and an opportunity to provide a national focus on the United States Multi-modal transportation infrastructure needs. The Host's responsibilities for hosting the National Multimodal Transportation Steering Committee Meeting include the following:

- Securing a hotel with rooms at a discounted/government rate for Steering Committee members in a premiere lodging location (note: meeting attendees will be responsible for their own travel to and from the meeting hotel and for all of their hotel and room charges);
- Coordinating with local media for press events and editorial board meetings.
- Secure funding and host a Thursday evening welcoming reception/dinner;
- Secure funding and host Friday breakfast, and lunch meetings;
- If there is an off-site event, secure funding for or provide transportation via a comfortable motor coach to and from all Steering Committee Meeting events;
- Inviting local elected and appointed public officials, industry leaders and other concerned or interested citizens to attend the meetings and participate at all events; and
- Secure funding for and making arrangements for adequate meeting rooms with the appropriate audio/visual needs for plenary sessions.

Dean International, Inc.  
Public Policy Consultants  
8080 Park Lane, Suite 600  
Dallas, Texas 75231  
Phone (214)750-0123 • Fax (214) 750- 0124

Item# 35

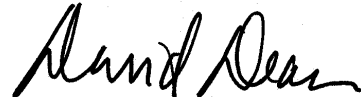
Attachment number 1  
Page 3 of 4

We will be pleased to work with you and others to provide for an appropriately interesting and productive agenda for the official meetings of the Steering Committee and will work closely with you to ensure that you and the other sponsors receive proper recognition for your efforts on the Steering Committee's behalf. We also would like to highlight local issues that the Richland County is facing.

As a host, you are encouraged to provide collateral/promotional materials for meeting attendees. We also encourage hosts to include area businesses as sponsors to showcase their business as well as offset the costs.

I look forward to a continued positive working relationship with you and look forward to working on the details for the National Multi-Modal Transportation Steering Committee Meeting later this year. **We have a degree of flexibility on dates and we are happy to tailor this event and responsibilities to meet your needs as well as the Steering Committees.**

Most Sincerely,

A handwritten signature in black ink that reads "David A. Dean". The signature is written in a cursive, flowing style.

David A. Dean  
President and CEO  
Dean International, Inc.

# Richland County Council Request of Action

**Subject**

Phone Tree Messaging Software Purchase [PAGES 241-242]

**Notes**

9/22/09 - The committee unanimously recommended the purchase in the amount of \$1,619 for the Phone Tree Messaging Software. Staff is to draft a policy on system usage.

# Richland County Council Request of Action

**Subject:** PhoneTree Messaging Software

**A. Purpose**

County Council is requested to approve a purchase in the amount of \$1,619 for PhoneTree Messaging software for the Clerk of Council.

**B. Background / Discussion**

- Kelvin Washington submitted a motion on August 31, 2009.
- Mr. Washington stated that he wanted a way to notify his constituents about community meetings and special events. He felt this could easily be used by all district representatives.
- On September 1, 2009 Council forwarded the motion to the A&F Committee.

PhoneTree, a division of Personal Communication Systems Inc, produces a software package called PhoneTree 2500 that will address Mr. Washington’s concerns. The system is setup and configured to call constituents and play a pre recorded message, send an email, send a text message, or any combination of these. The PhoneTree 2500 can have up to 250 different groups of contacts that can be setup for different districts or special interest groups. This would allow each Council member their own group, should they desire, plus any common interests among them.

**C. Financial Impact**

There are sufficient funds in the account 1100102000.52780 (Clerk of Council) designated for this request.

|                              |                   |
|------------------------------|-------------------|
| <u>PhoneTree 2500 system</u> | <u>\$1,599.00</u> |
| <u>Shipping</u>              | <u>\$ 20.00</u>   |
| <b>Total</b>                 | <b>\$1,619.00</b> |

**D. Alternatives**

1. Approve the request to purchase (1) PhoneTree 2500 from PhoneTree in an amount not to exceed \$1619. This will allow us to evaluate the system for (30) days. If we choose to return the system, we would receive a refund of the original purchase price of \$1599 (not including shipping).
2. Do not approve the request.

**E. Recommendation**

It is recommended that Council approve the request to purchase (1)PhoneTree 2500 from PhoneTree in an amount not to exceed \$1619.

Recommended by: Dale Welch Department: Information Technology Date:9/10/2009

**F. Reviews**

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

**Finance**

Reviewed by: Daniel Driggers

Date: 9/11/09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Procurement**

Reviewed by: Rodolfo Callwood

Date: 9/11/09

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Larry Smith

Date: 9-11-09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Administration**

Reviewed by: Tony McDonald

Date: 9/14/09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:



# Richland County Council Request of Action

**Subject**

An Ordinance Amending Section 26-180, Signs; so as to allow legal nonconforming off-premises signs in Commercial, Manufacturing, and Industrial Zoning Districts to be replaced by surface area digital signs [**PAGES 244-246**]

**Notes**

First Reading: June 2, 2009

Second Reading: September 22, 2009

Public Hearing: September 22, 2009

Third Reading:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_ – 09 HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; SECTION 26-180, SIGNS; SO AS TO ALLOW LEGAL NONCONFORMING OFF-PREMISES SIGNS IN COMMERCIAL, MANUFACTURING, AND INDUSTRIAL ZONING DISTRICTS TO BE REPLACED BY SURFACE AREA DIGITAL SIGNS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, “Land Development”; Article VII, “General Development, Site, and Performance Standards”; Section 26-180, “Signs”; Subsection (o), Nonconforming Signs; is hereby amended to read as follows:

- (o) *Nonconforming signs.* All legal nonconforming signs in existence as of the effective date of this chapter may be continued and shall be maintained in good condition. ~~However, a nonconforming sign shall not be:~~

(1) Unless allowed in paragraph (2), below, a nonconforming sign shall not be:

- a. Changed to another type or shape of nonconforming sign; provided, however, the copy, content, or message of the sign may be changed so long as the shape or size of the sign is not altered.
- b. Structurally altered so as to prolong the life of the sign.
- c. Expanded.
- d. Reestablished after discontinuance for sixty (60) or more successive days.
- e. Reestablished after damage or destruction, where the estimated expense of reconstruction exceeds fifty percent (50%) of the appraised replacement cost of the sign in its entirety.

(2) *Changeable copy signs.* Legal nonconforming off-premise signs in Commercial, Manufacturing, and Industrial Zoning Districts may be replaced in whole or in part by surface area displaying

changeable static images controlled by electronic communications (hereinafter digital) as provided by this paragraph.

- a. A permit to replace legal nonconforming off-premise sign display surface area with digital surface area shall first be obtained as provided in Sec. 26-180 (a) (2).
- b. A digital sign as provided by this section shall not be considered flashing or blinking for the purposes of this paragraph when the copy shall remain fixed for a period of at least six (6) seconds between changes. The interval between copy changes shall be no longer than one (1) second.
- c. Digital shall not include animated, continuous, moving, rolling, or scrolling messages or video displays.
- d. Digital shall have an automatic dimmer and a photo cell sensor to adjust the illumination intensity or brilliance of the sign so that it shall not cause glare or impair the vision of motorists, and shall not interfere with any driver's operation of a motor vehicle. In addition, digital shall not exceed a maximum illumination of 7,500 nits (candelas per square meter) during daylight hours and a maximum illumination of 500 nits between dusk to dawn as measured from the sign's face at maximum brightness. Digital shall not be permitted within three hundred (300) feet of any residential district towards which the sign is oriented.
- e. This permissibility does not include the replacement of, or some other substantial alteration to, the sign support structure, except that existing metal sign support structures may be replaced with new metal sign support structures pursuant to a permit to erect digital.
- f. A digital sign may be reestablished after damage or destruction by an act of God, where the estimated expense of reconstruction does not exceed fifty percent (50%) of the appraised replacement cost of the sign structure, exclusive of the value of any digital display device.
- g. There shall be one thousand (1,000) feet spacing of digital on same side of the road; there shall also be one thousand (1,000) feet spacing of digital on opposite side of the road for digital if facing the same direction.

h. \_\_\_\_\_ Digital shall be allowed only on ‘arterial’ streets as defined in Section 26-22.

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

SECTION XVII. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

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

OF \_\_\_\_\_, 2009

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

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

First Reading: June 2, 2009  
Public Hearing: September 22, 2009 (tentative)  
Second Reading: September 22, 2009 (tentative)  
Third Reading:

# Richland County Council Request of Action

**Subject**

FY2009-2010 Millage Ordinance [**PAGES 248-263**]

**STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-10HR**

**AN ORDINANCE AUTHORIZING THE LEVYING OF AD VALOREM PROPERTY TAXES, WHICH, TOGETHER WITH THE PRIOR YEAR'S CARRYOVER AND OTHER STATE LEVIES AND ANY ADDITIONAL AMOUNT APPROPRIATED BY THE RICHLAND COUNTY COUNCIL PRIOR TO JULY 1, 2009, WILL PROVIDE SUFFICIENT REVENUES FOR THE OPERATIONS OF RICHLAND COUNTY GOVERNMENT DURING THE PERIOD FROM JULY 1, 2009, THROUGH JUNE 30, 2010.**

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

**SECTION 1.** That a tax for the General Fund to cover the period from July 1, 2009 to June 30, 2010, both inclusive, is hereby levied upon all taxable property in Richland County, in a sufficient number of mills not to exceed forty-seven and one tenths (47.1) to be determined from the assessment of the property herein.

**SECTION 2.** That the additional taxes, besides that noted above in Section 1, to cover the period of July 1, 2009 to June 30, 2010, both inclusive, are hereby levied upon all taxable property in Richland County for the funds:

| <u>NAME</u>                | <u>MILLS</u> |
|----------------------------|--------------|
| General Fund Debt Service  | 9.0          |
| Solid Waste – Landfill     | 3.0          |
| Capital Replacement        | 3.0          |
| Library                    | 13.1         |
| Mental Health              | 1.2          |
| Riverbanks Zoo             | 1.3          |
| Conservation Commission    | .5           |
| Neighborhood Redevelopment | .5           |

**SECTION 3.** That the additional taxes, besides that noted in Section 1 and 2, to cover the period from July 1, 2009 to June 30, 2010, both inclusive, are hereby levied upon all taxable property located within each of the following respective Special Tax Districts in Richland County for the following Funds:

| <u>NAME</u>                        | <u>MILLS</u> |
|------------------------------------|--------------|
| Fire Service – Operations          | 18.2         |
| Fire Service – Debt Service        | .4           |
| School District One – Operations   | 231.4        |
| School District One – Debt Service | 53.0         |
| School District Two – Operations   | 244.7        |
| School District Two – Debt Service | 92.0         |

|  |      |
|--|------|
| Recreation Commission – Operations                   | 10.2 |
| Recreation Commission – Debt Service                 | 3.0  |
| Midlands Technical College – Operations              | 2.8  |
| Midlands Technical College – Capital & Debt Service  | 1.4  |
| Riverbanks Zoo – Debt Service                        | .7   |
| Stormwater Management                                | 3.1  |
| East Richland Public Service District – Debt Service | 4.0  |

**SECTION 4. Conflicting Ordinances Repealed.** All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 5. Separability.** If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

**SECTION 6. Effective Date.** This Ordinance shall become effective .

RICHLAND COUNTY COUNCIL

BY: Paul Livingston, Chair

FIRST READING: May 5, 2009  
PUBLIC HEARING: May 21, 2009  
SECOND READING: May 26, 2009  
THIRD READING:





## Paul Brawley

### Richland County Auditor

2020 Hampton Street • P.O. Box 192 • Columbia, South Carolina • 29202  
Phone (803) 576-2614 • Fax (803) 576-2606 • BRAWLEYP@RCGOV.US

September 30, 2009

The Honorable Paul Livingston  
Chairman  
Richland County Council  
2020 Hampton Street  
Columbia, SC 29204

Dear Mr. Livingston:

I am transmitting to you and Council the calculated millage rates for 2009. The millage rates have been adjusted to reflect rollback and the change in assessments from the June estimates. Please note as well that the budget amount for School District One has been adjusted to reflect \$181,038,955 and School District Two to reflect \$116,998,456 in accordance with what Council passed in June.

I am awaiting the millage and LOST credit factors for Forest Acres and Eastover, I have inserted in the sample calculations the 2008 values for these two municipalities. The sample millage impact calculations are based on an owner occupied home valued at \$100k and an owner occupied home valued at \$110k after reassessment. I included the same impact calculations for a commercial property or non-owner occupied property.

I look forward to answering any questions or concerns you and the Council may have of me on October 6, 2009.

Sincerely,

A handwritten signature in black ink that reads "Paul Brawley".

Paul Brawley  
Richland County Auditor

cc: County Council  
County Administrator  
Finance Director

enclosures

Item# 38

Attachment number 2  
Page 1 of 14



2009 Millage Worksheet Projections

Paul Brawley  
Richland County Auditor

| Agency                | Total<br>FY 10 Budget | Carryforward | State<br>Reimbursement | School     | Net Taxes   | 09 Millage | Non-Owner Occupied | T Mill Value | Rollback/<br>08 Millage | Millage<br>Difference |
|-----------------------|-----------------------|--------------|------------------------|------------|-------------|------------|--------------------|--------------|-------------------------|-----------------------|
|                       |                       |              |                        |            |             |            | Mill Value         |              |                         |                       |
| <b>SD #1</b>          | <b>181,038,955</b>    | 3,503,640    | 4,452,000              | 46,738,915 | 126,344,400 | 231.4      | 546,000            | 772,000      | 222.9                   | 8.5                   |
| <b>SD #2</b>          | <b>116,998,456</b>    | 2,578,562    | 833,002                | 44,336,792 | 69,250,100  | 244.7      | 283,000            | 502,000      | 227.8                   | 16.9                  |
| <b>SD #1 Bonds</b>    | <b>61,263,507</b>     | 17,907,317   | 2,440,190              |            | 40,916,000  | 53.0       |                    | 772,000      | 58.3                    | (5.3)                 |
| <b>SD #2 Bonds</b>    | <b>58,220,535</b>     | 11,053,255   | 983,280                |            | 46,184,000  | 92.0       |                    | 502,000      | 68.3                    | 23.7                  |
| <b>Recreation</b>     | <b>10,570,840</b>     | 310,924      | 365,916                |            | 9,894,000   | 10.2       |                    | 970,000      | 10.6                    | (0.4)                 |
| <b>Rec Bonds</b>      | <b>4,231,269</b>      | 1,180,199    | 141,070                |            | 2,910,000   | 3.0        |                    | 970,000      | 3.0                     | -                     |
| <b>MTC</b>            | <b>4,175,250</b>      | 140,868      | 63,982                 |            | 3,970,400   | 2.8        |                    | 1,418,000    | 2.9                     | (0.1)                 |
| <b>MTCC</b>           | <b>2,047,250</b>      | 26,134       | 35,916                 |            | 1,985,200   | 1.4        |                    | 1,418,000    | 1.4                     | -                     |
| <b>Zoo Bonds</b>      | <b>1,940,875</b>      | 875,647      | 72,628                 |            | 992,600     | 0.7        |                    | 1,418,000    | 0.8                     | (0.1)                 |
| <b>ERPSD Bonds</b>    | <b>2,817,125</b>      | 1,735,431    | 129,694                |            | 952,000     | 4.0        |                    | 238,000      | 8.0                     | (4.0)                 |
| <b>Storm</b>          | <b>2,904,658</b>      | 117,313      | 65,545                 |            | 2,721,800   | 3.1        |                    | 878,000      | 3.3                     | (0.2)                 |
| <b>Fire Operating</b> | <b>16,844,000</b>     | -            | 609,600                |            | 16,234,400  | 18.2       |                    | 892,000      | 18.0                    | 0.2                   |
| <b>Fire Bonds</b>     | <b>856,227</b>        | 468,932      | 30,495                 |            | 356,800     | 0.4        |                    | 892,000      | 0.8                     | (0.4)                 |
| <b>General Fund</b>   | <b>69,229,294</b>     |              | 2,441,494              |            | 66,787,800  | 47.1       |                    | 1,418,000    | 45.4                    | 1.7                   |
| <b>County Bonds</b>   | <b>15,378,869</b>     | 1,932,243    | 684,626                |            | 12,762,000  | 9.0        |                    | 1,418,000    | 9.0                     | -                     |
| <b>Library</b>        | <b>19,579,500</b>     | 315,315      | 688,385                |            | 18,575,800  | 13.1       |                    | 1,418,000    | 13.3                    | (0.2)                 |
| <b>MH</b>             | <b>1,705,250</b>      |              | 3,650                  |            | 1,701,600   | 1.2        |                    | 1,418,000    | 1.2                     | -                     |
| <b>Zoo</b>            | <b>1,868,100</b>      |              | 24,700                 |            | 1,843,400   | 1.3        |                    | 1,418,000    | 1.3                     | -                     |
| <b>Landfill</b>       | <b>4,480,000</b>      |              | 226,000                |            | 4,254,000   | 3.0        |                    | 1,418,000    | 2.8                     | 0.2                   |
| <b>Conservation</b>   | <b>700,000</b>        | (9,000)      |                        |            | 709,000     | 0.5        |                    | 1,418,000    | 0.5                     | -                     |
| <b>Neighborhood</b>   | <b>700,000</b>        | (9,000)      |                        |            | 709,000     | 0.5        |                    | 1,418,000    | 0.5                     | -                     |
| <b>Capital</b>        | <b>4,352,000</b>      |              | 98,000                 |            | 4,254,000   | 3.0        |                    | 1,418,000    | 2.8                     | 0.2                   |

**RICHLAND COUNTY  
2009 MILLAGE AND TAX SCHEDULE**

**Residential Property  
Owner Occupied  
Budget Amendment**

**PAUL BRAWLEY  
RICHLAND COUNTY AUDITOR**

|                                      | <u>DISTRICT</u> | <u>1AL</u> | <u>1CC</u>  | <u>1CY</u>  | <u>1ER</u>  | <u>1FA</u>  | <u>1TE</u>  | <u>1HF, 1LF<br/>1LR, 1UR</u> | <u>DISTRICT<br/>AVERAGE</u> |
|--------------------------------------|-----------------|------------|-------------|-------------|-------------|-------------|-------------|------------------------------|-----------------------------|
| <b>2009 Total Levy</b>               |                 | 406.5      | 484.3       | 427.2       | 406.9       | 458.3       | 519.8       | 402.9                        | 443.7                       |
| <b>2008 Total Levy</b>               |                 | 412.1      | 493.5       | 429.1       | 412.9       | 464.3       | 521.6       | 404.9                        | 448.4                       |
| <b>Net Change</b>                    |                 | (5.6)      | (9.2)       | (1.9)       | (6.0)       | (6.0)       | (1.8)       | (2.0)                        | -4.7                        |
| <b>Percentage Change</b>             |                 | -1.4%      | -1.9%       | -0.5%       | -1.5%       | -1.3%       | -0.4%       | -0.5%                        | -1.0%                       |
| <b>2009 Tax \$100,000 House</b>      | \$              | 1,626.00   | \$ 1,937.20 | \$ 1,708.80 | \$ 1,627.60 | \$ 1,833.20 | \$ 2,079.20 | \$ 1,611.60                  | \$ 1,774.80                 |
| <b>Less, Local Option Sales Tax</b>  | \$              | (114.10)   | \$ (304.70) | \$ (114.10) | \$ (114.10) | \$ (262.10) | \$ (561.30) | \$ (114.10)                  | \$ (226.36)                 |
| <b>Less, School Operating Credit</b> | \$              | (925.60)   | \$ (925.60) | \$ (925.60) | \$ (925.60) | \$ (925.60) | \$ (925.60) | \$ (925.60)                  | \$ (925.60)                 |
| <b>2009 Net Taxes</b>                | \$              | 586.30     | \$ 706.90   | \$ 669.10   | \$ 587.90   | \$ 645.50   | \$ 592.30   | \$ 571.90                    | \$ 622.84                   |
| <b>2008 Tax \$100,000 House</b>      | \$              | 616.93     | \$ 762.53   | \$ 684.93   | \$ 620.13   | \$ 677.73   | \$ 607.73   | \$ 588.13                    | \$ 651.16                   |
| <b>Tax Increase (Decrease)</b>       | \$              | (30.63)    | \$ (55.63)  | \$ (15.83)  | \$ (32.23)  | \$ (32.23)  | \$ (15.43)  | \$ (16.23)                   | \$ (28.31)                  |
| <b>Percentage Change</b>             |                 | -5.0%      | -7.3%       | -2.3%       | -5.2%       | -4.8%       | -2.5%       | -2.8%                        | -4.3%                       |
| <b>2010 Tax on \$20,000 Auto</b>     | \$              | 464.98     | \$ 520.22   | \$ 489.82   | \$ 465.46   | \$ 497.54   | \$ 511.50   | \$ 460.66                    | \$ 487.17                   |
| <b>2009 Tax on \$20,000 Auto</b>     | \$              | 468.16     | \$ 529.84   | \$ 488.56   | \$ 469.12   | \$ 501.20   | \$ 510.12   | \$ 459.52                    | \$ 489.50                   |
| <b>Tax Increase (Decrease)</b>       | \$              | (3.18)     | \$ (9.62)   | \$ 1.26     | \$ (3.66)   | \$ (3.66)   | \$ 1.38     | \$ 1.14                      | \$ (2.33)                   |
| <b>Percentage Change</b>             |                 | -0.7%      | -1.8%       | 0.3%        | -0.8%       | -0.7%       | 0.3%        | 0.2%                         | -0.5%                       |

Item# 38

Attachment number 2  
Page 3 of 14

**RICHLAND COUNTY  
2009 MILLAGE AND TAX SCHEDULE**

**Residential Property  
Owner Occupied  
Budget Amendment**

**PAUL BRAWLEY  
RICHLAND COUNTY AUDITOR**

|                                      | <u>DISTRICT</u> | <u>2AL</u> | <u>2CC</u>  | <u>2DP</u>  | <u>2ER</u>  | <u>2FA</u>  | <u>2TB</u>  | <u>DISTRICT<br/>AVERAGE</u> |
|--------------------------------------|-----------------|------------|-------------|-------------|-------------|-------------|-------------|-----------------------------|
| <b>2009 Total Levy</b>               |                 | 458.8      | 536.6       | 455.2       | 459.2       | 510.6       | 452.1       | 478.8                       |
| <b>2008 Total Levy</b>               |                 | 430.2      | 511.6       | 423.0       | 431.0       | 482.4       | 419.7       | 449.7                       |
| <b>Net Change</b>                    |                 | 28.6       | 25.0        | 32.2        | 28.2        | 28.2        | 32.4        | 29.1                        |
| <b>Percentage Change</b>             |                 | 6.6%       | 4.9%        | 7.6%        | 6.5%        | 5.8%        | 7.7%        | 6.5%                        |
| <b>2009 Tax \$100,000 House</b>      | \$              | 1,835.20   | \$ 2,146.40 | \$ 1,820.80 | \$ 1,836.80 | \$ 2,042.40 | \$ 1,808.40 | \$ 1,915.00                 |
| <b>Less, Local Option Sales Tax</b>  | \$              | (114.10)   | \$ (304.70) | \$ (114.10) | \$ (114.10) | \$ (262.10) | \$ (114.10) | \$ (170.53)                 |
| <b>Less, School Operating Credit</b> | \$              | (978.80)   | \$ (978.80) | \$ (978.80) | \$ (978.80) | \$ (978.80) | \$ (978.80) | \$ (978.80)                 |
| <b>2009 Net Taxes</b>                | \$              | 742.30     | \$ 862.90   | \$ 727.90   | \$ 743.90   | \$ 801.50   | \$ 715.50   | \$ 765.67                   |
| <b>2008 Tax \$100,000 House</b>      | \$              | 656.93     | \$ 802.53   | \$ 628.13   | \$ 660.13   | \$ 717.73   | \$ 614.93   | \$ 680.06                   |
| <b>Tax Increase (Decrease)</b>       | \$              | 85.37      | \$ 60.37    | \$ 99.77    | \$ 83.77    | \$ 83.77    | \$ 100.57   | \$ 85.61                    |
| <b>Percentage Change</b>             |                 | 13.0%      | 7.5%        | 15.9%       | 12.7%       | 11.7%       | 16.4%       | 12.9%                       |
| <b>2010 Tax on \$20,000 Auto</b>     | \$              | 527.74     | \$ 582.98   | \$ 523.42   | \$ 528.22   | \$ 560.30   | \$ 519.70   | \$ 540.39                   |
| <b>2009 Tax on \$20,000 Auto</b>     | \$              | 489.88     | \$ 551.56   | \$ 481.24   | \$ 490.84   | \$ 522.92   | \$ 477.28   | \$ 502.28                   |
| <b>Tax Increase (Decrease)</b>       | \$              | 37.86      | \$ 31.42    | \$ 42.18    | \$ 37.38    | \$ 37.38    | \$ 42.42    | \$ 38.11                    |
| <b>Percentage Change</b>             |                 | 7.7%       | 5.7%        | 8.8%        | 7.6%        | 7.1%        | 8.9%        | 7.6%                        |

Item# 38

Attachment number 2  
Page 4 of 14

**RICHLAND COUNTY**

**Residential Property**

**PAUL BRAWLEY**

**2009 MILLAGE AND TAX SCHEDULE**

**Owner Occupied**

**RICHLAND COUNTY AUDITOR**

|                                      | <u>DISTRICT</u> | <u>6CC</u> | <u>6TI</u> | <u>6UD</u> | <u>DISTRICT AVERAGE</u> | <u>COUNTY AVERAGE</u> |
|--------------------------------------|-----------------|------------|------------|------------|-------------------------|-----------------------|
| <b>2009 Total Levy</b>               |                 | 452.6      | 367.7      | 371.2      | 397.2                   | 448.1                 |
| <b>2008 Total Levy</b>               |                 | 471.8      | 379.1      | 383.2      | 411.4                   | 441.9                 |
| <b>Net Change</b>                    |                 | (19.2)     | (11.4)     | (12.0)     | -14.2                   | 6.2                   |
| <b>Percentage Change</b>             |                 | -4.1%      | -3.0%      | -3.1%      | -3.4%                   | 1.4%                  |
| <b>2009 Tax \$100,000 House</b>      | \$              | 1,810.40   | \$         | 1,470.80   | \$                      | 1,484.80              |
| <b>Less, Local Option Sales Tax</b>  | \$              | (304.70)   | \$         | (114.10)   | \$                      | (114.10)              |
| <b>Less, School Operating Credit</b> | \$              | (800.80)   | \$         | (800.80)   | \$                      | (800.80)              |
| <b>2009 Net Taxes</b>                | \$              | 704.90     | \$         | 555.90     | \$                      | 569.90                |
| <b>2008 Tax \$100,000 House</b>      | \$              | 725.33     | \$         | 534.53     | \$                      | 550.93                |
| <b>Tax Increase (Decrease)</b>       | \$              | (20.43)    | \$         | 21.37      | \$                      | 18.97                 |
| <b>Percentage Change</b>             |                 | -2.8%      | 4.0%       | 3.4%       | 1.5%                    | 3.2%                  |
| <b>2010 Tax on \$20,000 Auto</b>     | \$              | 482.18     | \$         | 418.42     | \$                      | 422.62                |
| <b>2009 Tax on \$20,000 Auto</b>     | \$              | 503.80     | \$         | 428.56     | \$                      | 433.48                |
| <b>Tax Increase (Decrease)</b>       | \$              | (21.62)    | \$         | (10.14)    | \$                      | (10.86)               |
| <b>Percentage Change</b>             |                 | -4.3%      | -2.4%      | -2.5%      | -3.1%                   | 2.1%                  |

Item# 38

Attachment number 2  
Page 5 of 14

**RICHLAND COUNTY  
2009 MILLAGE AND TAX SCHEDULE**

**Residential Property  
Owner Occupied  
Budget Amendment**

**PAUL BRAWLEY  
RICHLAND COUNTY AUDITOR**

|  | <u>DISTRICT</u> | <u>1AL</u> | <u>1CC</u>    | <u>1CY</u>    | <u>1ER</u>    | <u>1FA</u>    | <u>1TE</u>    | <u>1HF, 1LF<br/>1LR, 1UR</u> | <u>DISTRICT<br/>AVERAGE</u> |
|--|-----------------|------------|---------------|---------------|---------------|---------------|---------------|------------------------------|-----------------------------|
| <b>2009 Total Levy</b>                 |                 | 406.5      | 484.3         | 427.2         | 406.9         | 458.3         | 519.8         | 402.9                        | 443.7                       |
| <b>2008 Total Levy</b>                 |                 | 412.1      | 493.5         | 429.1         | 412.9         | 464.3         | 521.6         | 404.9                        | 448.4                       |
| <b>Net Change</b>                      |                 | (5.6)      | (9.2)         | (1.9)         | (6.0)         | (6.0)         | (1.8)         | (2.0)                        | -4.7                        |
| <b>Percentage Change</b>               |                 | -1.4%      | -1.9%         | -0.5%         | -1.5%         | -1.3%         | -0.4%         | -0.5%                        | -1.0%                       |
| <b>2009 Tax \$110,000 Reassessment</b> | \$              | 1,788.60   | \$ 2,130.92   | \$ 1,879.68   | \$ 1,790.36   | \$ 2,016.52   | \$ 2,287.12   | \$ 1,772.76                  | \$ 1,952.28                 |
| <b>Less, Local Option Sales Tax</b>    | \$              | (125.51)   | \$ (335.17)   | \$ (125.51)   | \$ (125.51)   | \$ (288.31)   | \$ (617.43)   | \$ (125.51)                  | \$ (248.99)                 |
| <b>Less, School Operating Credit</b>   | \$              | (1,018.16) | \$ (1,018.16) | \$ (1,018.16) | \$ (1,018.16) | \$ (1,018.16) | \$ (1,018.16) | \$ (1,018.16)                | \$ (1,018.16)               |
| <b>2009 Net Taxes</b>                  | \$              | 644.93     | \$ 777.59     | \$ 736.01     | \$ 646.69     | \$ 710.05     | \$ 651.53     | \$ 629.09                    | \$ 685.13                   |
| <b>2008 Tax \$100,000 House</b>        | \$              | 616.93     | \$ 762.53     | \$ 684.93     | \$ 620.13     | \$ 677.73     | \$ 607.73     | \$ 588.13                    | \$ 651.16                   |
| <b>Tax Increase (Decrease)</b>         | \$              | 28.00      | \$ 15.06      | \$ 51.08      | \$ 26.56      | \$ 32.32      | \$ 43.80      | \$ 40.96                     | \$ 33.97                    |
| <b>Percentage Change</b>               |                 | 4.5%       | 2.0%          | 7.5%          | 4.3%          | 4.8%          | 7.2%          | 7.0%                         | 5.3%                        |
| <b>2010 Tax on \$20,000 Auto</b>       | \$              | 464.98     | \$ 520.22     | \$ 489.82     | \$ 465.46     | \$ 497.54     | \$ 511.50     | \$ 460.66                    | \$ 487.17                   |
| <b>2009 Tax on \$20,000 Auto</b>       | \$              | 468.16     | \$ 529.84     | \$ 488.56     | \$ 469.12     | \$ 501.20     | \$ 510.12     | \$ 459.52                    | \$ 489.50                   |
| <b>Tax Increase (Decrease)</b>         | \$              | (3.18)     | \$ (9.62)     | \$ 1.26       | \$ (3.66)     | \$ (3.66)     | \$ 1.38       | \$ 1.14                      | \$ (2.33)                   |
| <b>Percentage Change</b>               |                 | -0.7%      | -1.8%         | 0.3%          | -0.8%         | -0.7%         | 0.3%          | 0.2%                         | -0.5%                       |

Item# 38

Attachment number 2  
Page 6 of 14

**RICHLAND COUNTY  
2009 MILLAGE AND TAX SCHEDULE**

**Residential Property  
Owner Occupied  
Budget Amendment**

**PAUL BRAWLEY  
RICHLAND COUNTY AUDITOR**

|  | <u>DISTRICT</u> | <u>2AL</u> | <u>2CC</u>    | <u>2DP</u>    | <u>2ER</u>    | <u>2FA</u>    | <u>2TB</u>    | <u>DISTRICT<br/>AVERAGE</u> |
|--|-----------------|------------|---------------|---------------|---------------|---------------|---------------|-----------------------------|
| <b>2009 Total Levy</b>                 |                 | 458.8      | 536.6         | 455.2         | 459.2         | 510.6         | 452.1         | 478.8                       |
| <b>2008 Total Levy</b>                 |                 | 430.2      | 511.6         | 423.0         | 431.0         | 482.4         | 419.7         | 449.7                       |
| <b>Net Change</b>                      |                 | 28.6       | 25.0          | 32.2          | 28.2          | 28.2          | 32.4          | 29.1                        |
| <b>Percentage Change</b>               |                 | 6.6%       | 4.9%          | 7.6%          | 6.5%          | 5.8%          | 7.7%          | 6.5%                        |
| <b>2009 Tax \$110,000 Reassessment</b> | \$              | 2,018.72   | \$ 2,361.04   | \$ 2,002.88   | \$ 2,020.48   | \$ 2,246.64   | \$ 1,989.24   | \$ 2,106.50                 |
| <b>Less, Local Option Sales Tax</b>    | \$              | (125.51)   | \$ (335.17)   | \$ (125.51)   | \$ (125.51)   | \$ (288.31)   | \$ (125.51)   | \$ (187.59)                 |
| <b>Less, School Operating Credit</b>   | \$              | (1,076.68) | \$ (1,076.68) | \$ (1,076.68) | \$ (1,076.68) | \$ (1,076.68) | \$ (1,076.68) | \$ (1,076.68)               |
| <b>2009 Net Taxes</b>                  | \$              | 816.53     | \$ 949.19     | \$ 800.69     | \$ 818.29     | \$ 881.65     | \$ 787.05     | \$ 842.23                   |
| <b>2008 Tax \$100,000 House</b>        | \$              | 656.93     | \$ 802.53     | \$ 628.13     | \$ 660.13     | \$ 717.73     | \$ 614.93     | \$ 680.06                   |
| <b>Tax Increase (Decrease)</b>         | \$              | 159.60     | \$ 146.66     | \$ 172.56     | \$ 158.16     | \$ 163.92     | \$ 172.12     | \$ 162.17                   |
| <b>Percentage Change</b>               |                 | 24.3%      | 18.3%         | 27.5%         | 24.0%         | 22.8%         | 28.0%         | 24.1%                       |
| <b>2010 Tax on \$20,000 Auto</b>       | \$              | 527.74     | \$ 582.98     | \$ 523.42     | \$ 528.22     | \$ 560.30     | \$ 519.70     | \$ 540.39                   |
| <b>2009 Tax on \$20,000 Auto</b>       | \$              | 489.88     | \$ 551.56     | \$ 481.24     | \$ 490.84     | \$ 522.92     | \$ 477.28     | \$ 502.28                   |
| <b>Tax Increase (Decrease)</b>         | \$              | 37.86      | \$ 31.42      | \$ 42.18      | \$ 37.38      | \$ 37.38      | \$ 42.42      | \$ 38.11                    |
| <b>Percentage Change</b>               |                 | 7.7%       | 5.7%          | 8.8%          | 7.6%          | 7.1%          | 8.9%          | 7.6%                        |

Item# 38

Attachment number 2  
Page 7 of 14

**RICHLAND COUNTY**

**2009 MILLAGE AND TAX SCHEDULE**

**Residential Property**

**Owner Occupied**

**PAUL BRAWLEY**

**RICHLAND COUNTY AUDITOR**

|  | <u>DISTRICT</u> | <u>6CC</u> | <u>6TI</u> | <u>6UD</u> | <u>DISTRICT AVERAGE</u> | <u>COUNTY AVERAGE</u> |
|--|-----------------|------------|------------|------------|-------------------------|-----------------------|
| <b>2009 Total Levy</b>                 |                 | 452.6      | 367.7      | 371.2      | 397.2                   | 448.1                 |
| <b>2008 Total Levy</b>                 |                 | 471.8      | 379.1      | 383.2      | 411.4                   | 441.9                 |
| <b>Net Change</b>                      |                 | (19.2)     | (11.4)     | (12.0)     | -14.2                   | 6.2                   |
| <b>Percentage Change</b>               |                 | -4.1%      | -3.0%      | -3.1%      | -3.4%                   | 1.4%                  |
| <b>2009 Tax \$110,000 Reassessment</b> | \$              | 1,991.44   | \$         | 1,617.88   | \$                      | 1,633.28              |
| <b>Less, Local Option Sales Tax</b>    | \$              | (335.17)   | \$         | (125.51)   | \$                      | (125.51)              |
| <b>Less, School Operating Credit</b>   | \$              | (880.88)   | \$         | (880.88)   | \$                      | (880.88)              |
| <b>2009 Net Taxes</b>                  | \$              | 775.39     | \$         | 611.49     | \$                      | 626.89                |
| <b>2008 Tax \$100,000 House</b>        | \$              | 725.33     | \$         | 534.53     | \$                      | 550.93                |
| <b>Tax Increase (Decrease)</b>         | \$              | 50.06      | \$         | 76.96      | \$                      | 75.96                 |
| <b>Percentage Change</b>               |                 | 6.9%       |            | 14.4%      |                         | 13.8%                 |
| <b>2010 Tax on \$20,000 Auto</b>       | \$              | 482.18     | \$         | 418.42     | \$                      | 422.62                |
| <b>2009 Tax on \$20,000 Auto</b>       | \$              | 503.80     | \$         | 428.56     | \$                      | 433.48                |
| <b>Tax Increase (Decrease)</b>         | \$              | (21.62)    | \$         | (10.14)    | \$                      | (10.86)               |
| <b>Percentage Change</b>               |                 | -4.3%      |            | -2.4%      |                         | -2.5%                 |

Item# 38

Attachment number 2  
Page 8 of 14

**RICHLAND COUNTY**

**2009 MILLAGE AND TAX SCHEDULE**

**Commercial Property**

**Non-Owner Occupied  
Budget Amendment**

**PAUL BRAWLEY  
RICHLAND COUNTY AUDITOR**

|                                     | <u>DISTRICT</u> | <u>1AL</u> | <u>1CC</u>  | <u>1CY</u>  | <u>1ER</u>  | <u>1FA</u>  | <u>1TE</u>  | <u>1HF, 1LF<br/>1LR, 1UR</u> | <u>DISTRICT<br/>AVERAGE</u> |
|-------------------------------------|-----------------|------------|-------------|-------------|-------------|-------------|-------------|------------------------------|-----------------------------|
| <b>2009 Total Levy</b>              |                 | 406.5      | 484.3       | 427.2       | 406.9       | 458.3       | 519.8       | 402.9                        | 443.7                       |
| <b>2008 Total Levy</b>              |                 | 412.1      | 493.5       | 429.1       | 412.9       | 464.3       | 521.6       | 404.9                        | 448.4                       |
| <b>Net Change</b>                   |                 | (5.6)      | (9.2)       | (1.9)       | (6.0)       | (6.0)       | (1.8)       | (2.0)                        | -4.7                        |
| <b>Percentage Change</b>            |                 | -1.4%      | -1.9%       | -0.5%       | -1.5%       | -1.3%       | -0.4%       | -0.5%                        | -1.0%                       |
| <b>2009 Tax \$100,000 House</b>     | \$              | 2,439.00   | \$ 2,905.80 | \$ 2,563.20 | \$ 2,441.40 | \$ 2,749.80 | \$ 3,118.80 | \$ 2,417.40                  | \$ 2,662.20                 |
| <b>Less, Local Option Sales Tax</b> | \$              | (114.10)   | \$ (304.70) | \$ (114.10) | \$ (114.10) | \$ (262.10) | \$ (561.30) | \$ (114.10)                  | \$ (226.36)                 |
| <b>2009 Net Taxes</b>               | \$              | 2,324.90   | \$ 2,601.10 | \$ 2,449.10 | \$ 2,327.30 | \$ 2,487.70 | \$ 2,557.50 | \$ 2,303.30                  | \$ 2,435.84                 |
| <b>2008 Tax \$100,000 House</b>     | \$              | 2,340.79   | \$ 2,649.19 | \$ 2,442.79 | \$ 2,345.59 | \$ 2,505.99 | \$ 2,550.59 | \$ 2,297.59                  | \$ 2,447.50                 |
| <b>Tax Increase (Decrease)</b>      | \$              | (15.89)    | \$ (48.09)  | \$ 6.31     | \$ (18.29)  | \$ (18.29)  | \$ 6.91     | \$ 5.71                      | \$ (11.66)                  |
| <b>Percentage Change</b>            |                 | -0.7%      | -1.8%       | 0.3%        | -0.8%       | -0.7%       | 0.3%        | 0.2%                         | -0.5%                       |
| <b>2010 Tax on \$20,000 Auto</b>    | \$              | 464.98     | \$ 520.22   | \$ 489.82   | \$ 465.46   | \$ 497.54   | \$ 511.50   | \$ 460.66                    | \$ 487.17                   |
| <b>2009 Tax on \$20,000 Auto</b>    | \$              | 468.16     | \$ 529.84   | \$ 488.56   | \$ 469.12   | \$ 501.20   | \$ 510.12   | \$ 459.52                    | \$ 489.50                   |
| <b>Tax Increase (Decrease)</b>      | \$              | (3.18)     | \$ (9.62)   | \$ 1.26     | \$ (3.66)   | \$ (3.66)   | \$ 1.38     | \$ 1.14                      | \$ (2.33)                   |
| <b>Percentage Change</b>            |                 | -0.7%      | -1.8%       | 0.3%        | -0.8%       | -0.7%       | 0.3%        | 0.2%                         | -0.5%                       |

Item# 38

Attachment number 2  
Page 9 of 14



**RICHLAND COUNTY**  
**2009 MILLAGE AND TAX SCHEDULE**

**Commercial Property**  
**Non-Owner Occupied**  
**Budget Amendment**

**PAUL BRAWLEY**  
**RICHLAND COUNTY AUDITOR**

|                                     | <u>DISTRICT</u> | <u>2AL</u> | <u>2CC</u>  | <u>2DP</u>  | <u>2ER</u>  | <u>2FA</u>  | <u>2TB</u>  | <u>DISTRICT AVERAGE</u> |
|-------------------------------------|-----------------|------------|-------------|-------------|-------------|-------------|-------------|-------------------------|
| <b>2009 Total Levy</b>              |                 | 458.8      | 536.6       | 455.2       | 459.2       | 510.6       | 452.1       | 478.8                   |
| <b>2008 Total Levy</b>              |                 | 430.2      | 511.6       | 423.0       | 431.0       | 482.4       | 419.7       | 449.7                   |
| <b>Net Change</b>                   |                 | 28.6       | 25.0        | 32.2        | 28.2        | 28.2        | 32.4        | 29.1                    |
| <b>Percentage Change</b>            |                 | 6.6%       | 4.9%        | 7.6%        | 6.5%        | 5.8%        | 7.7%        | 6.5%                    |
| <b>2009 Tax \$100,000 House</b>     | \$              | 2,752.80   | \$ 3,219.60 | \$ 2,731.20 | \$ 2,755.20 | \$ 3,063.60 | \$ 2,712.60 | \$ 2,872.50             |
| <b>Less, Local Option Sales Tax</b> | \$              | (114.10)   | \$ (304.70) | \$ (114.10) | \$ (114.10) | \$ (262.10) | \$ (114.10) | \$ (170.53)             |
| <b>2009 Net Taxes</b>               | \$              | 2,638.70   | \$ 2,914.90 | \$ 2,617.10 | \$ 2,641.10 | \$ 2,801.50 | \$ 2,598.50 | \$ 2,701.97             |
| <b>2008 Tax \$100,000 House</b>     | \$              | 2,449.39   | \$ 2,757.79 | \$ 2,406.19 | \$ 2,454.19 | \$ 2,614.59 | \$ 2,386.39 | \$ 2,511.42             |
| <b>Tax Increase (Decrease)</b>      | \$              | 189.31     | \$ 157.11   | \$ 210.91   | \$ 186.91   | \$ 186.91   | \$ 212.11   | \$ 190.54               |
| <b>Percentage Change</b>            |                 | 7.7%       | 5.7%        | 8.8%        | 7.6%        | 7.1%        | 8.9%        | 7.6%                    |
| <b>2010 Tax on \$20,000 Auto</b>    | \$              | 527.74     | \$ 582.98   | \$ 523.42   | \$ 528.22   | \$ 560.30   | \$ 519.70   | \$ 540.39               |
| <b>2009 Tax on \$20,000 Auto</b>    | \$              | 489.88     | \$ 551.56   | \$ 481.24   | \$ 490.84   | \$ 522.92   | \$ 477.28   | \$ 502.28               |
| <b>Tax Increase (Decrease)</b>      | \$              | 37.86      | \$ 31.42    | \$ 42.18    | \$ 37.38    | \$ 37.38    | \$ 42.42    | \$ 38.11                |
| <b>Percentage Change</b>            |                 | 7.7%       | 5.7%        | 8.8%        | 7.6%        | 7.1%        | 8.9%        | 7.6%                    |

Item# 38

Attachment number 2  
Page 10 of 14

**RICHLAND COUNTY  
2009 MILLAGE AND TAX SCHEDULE**

**Commercial Property**

**Non-Owner Occupied**

**PAUL BRAWLEY**

**RICHLAND COUNTY AUDITOR**

|                                     | <u>DISTRICT</u> | <u>6CC</u> | <u>6TI</u> | <u>6UD</u> | <u>DISTRICT<br/>AVERAGE</u> | <u>COUNTY<br/>AVERAGE</u> |    |          |
|-------------------------------------|-----------------|------------|------------|------------|-----------------------------|---------------------------|----|----------|
| <b>2009 Total Levy</b>              |                 | 452.6      | 367.7      | 371.2      | 397.2                       | 448.1                     |    |          |
| <b>2008 Total Levy</b>              |                 | 471.8      | 379.1      | 383.2      | 411.4                       | 441.9                     |    |          |
| <b>Net Change</b>                   |                 | (19.2)     | (11.4)     | (12.0)     | -14.2                       | 6.2                       |    |          |
| <b>Percentage Change</b>            |                 | -4.1%      | -3.0%      | -3.1%      | -3.4%                       | 1.4%                      |    |          |
| <b>2009 Tax \$100,000 House</b>     | \$              | 2,715.60   | \$         | 2,206.20   | \$                          | 2,383.00                  | \$ | 2,688.71 |
| <b>Less, Local Option Sales Tax</b> | \$              | (304.70)   | \$         | (114.10)   | \$                          | (177.63)                  | \$ | (196.29) |
| <b>2009 Net Taxes</b>               | \$              | 2,410.90   | \$         | 2,092.10   | \$                          | 2,205.37                  | \$ | 2,492.43 |
| <b>2008 Tax \$100,000 House</b>     | \$              | 2,518.99   | \$         | 2,142.79   | \$                          | 2,276.39                  | \$ | 2,439.39 |
| <b>Tax Increase (Decrease)</b>      | \$              | (108.09)   | \$         | (50.69)    | \$                          | (71.02)                   | \$ | 53.03    |
| <b>Percentage Change</b>            |                 | -4.3%      |            | -2.4%      |                             | -3.1%                     |    | 2.1%     |
| <b>2010 Tax on \$20,000 Auto</b>    | \$              | 482.18     | \$         | 418.42     | \$                          | 441.07                    | \$ | 498.49   |
| <b>2009 Tax on \$20,000 Auto</b>    | \$              | 503.80     | \$         | 428.56     | \$                          | 455.28                    | \$ | 487.88   |
| <b>Tax Increase (Decrease)</b>      | \$              | (21.62)    | \$         | (10.14)    | \$                          | (14.20)                   | \$ | 10.61    |
| <b>Percentage Change</b>            |                 | -4.3%      |            | -2.4%      |                             | -3.1%                     |    | 2.1%     |

Item# 38

Attachment number 2  
Page 11 of 14

**RICHLAND COUNTY  
2009 MILLAGE AND TAX SCHEDULE**

**Commercial Property  
Non-Owner Occupied  
Budget Amendment**

**PAUL BRAWLEY  
RICHLAND COUNTY AUDITOR**

|  | <u>DISTRICT</u> | <u>1AL</u> | <u>1CC</u>  | <u>1CY</u>  | <u>1ER</u>  | <u>1FA</u>  | <u>1TE</u>  | <u>1HF, 1LF<br/>1LR, 1UR</u> | <u>DISTRICT<br/>AVERAGE</u> |
|--|-----------------|------------|-------------|-------------|-------------|-------------|-------------|------------------------------|-----------------------------|
| <b>2009 Total Levy</b>                 |                 | 406.5      | 484.3       | 427.2       | 406.9       | 458.3       | 519.8       | 402.9                        | 443.7                       |
| <b>2008 Total Levy</b>                 |                 | 412.1      | 493.5       | 429.1       | 412.9       | 464.3       | 521.6       | 404.9                        | 448.4                       |
| <b>Net Change</b>                      |                 | (5.6)      | (9.2)       | (1.9)       | (6.0)       | (6.0)       | (1.8)       | (2.0)                        | -4.7                        |
| <b>Percentage Change</b>               |                 | -1.4%      | -1.9%       | -0.5%       | -1.5%       | -1.3%       | -0.4%       | -0.5%                        | -1.0%                       |
| <b>2009 Tax \$110,000 Reassessment</b> | \$              | 2,682.90   | \$ 3,196.38 | \$ 2,819.52 | \$ 2,685.54 | \$ 3,024.78 | \$ 3,430.68 | \$ 2,659.14                  | \$ 2,928.42                 |
| <b>Less, Local Option Sales Tax</b>    | \$              | (125.51)   | \$ (335.17) | \$ (125.51) | \$ (125.51) | \$ (288.31) | \$ (617.43) | \$ (125.51)                  | \$ (248.99)                 |
| <b>2009 Net Taxes</b>                  | \$              | 2,557.39   | \$ 2,861.21 | \$ 2,694.01 | \$ 2,560.03 | \$ 2,736.47 | \$ 2,813.25 | \$ 2,533.63                  | \$ 2,679.43                 |
| <b>2008 Tax \$100,000 House</b>        | \$              | 2,340.79   | \$ 2,649.19 | \$ 2,442.79 | \$ 2,345.59 | \$ 2,505.99 | \$ 2,550.59 | \$ 2,297.59                  | \$ 2,447.50                 |
| <b>Tax Increase (Decrease)</b>         | \$              | 216.60     | \$ 212.02   | \$ 251.22   | \$ 214.44   | \$ 230.48   | \$ 262.66   | \$ 236.04                    | \$ 231.92                   |
| <b>Percentage Change</b>               |                 | 9.3%       | 8.0%        | 10.3%       | 9.1%        | 9.2%        | 10.3%       | 10.3%                        | 9.5%                        |
| <b>2010 Tax on \$20,000 Auto</b>       | \$              | 464.98     | \$ 520.22   | \$ 489.82   | \$ 465.46   | \$ 497.54   | \$ 511.50   | \$ 460.66                    | \$ 487.17                   |
| <b>2009 Tax on \$20,000 Auto</b>       | \$              | 468.16     | \$ 529.84   | \$ 488.56   | \$ 469.12   | \$ 501.20   | \$ 510.12   | \$ 459.52                    | \$ 489.50                   |
| <b>Tax Increase (Decrease)</b>         | \$              | (3.18)     | \$ (9.62)   | \$ 1.26     | \$ (3.66)   | \$ (3.66)   | \$ 1.38     | \$ 1.14                      | \$ (2.33)                   |
| <b>Percentage Change</b>               |                 | -0.7%      | -1.8%       | 0.3%        | -0.8%       | -0.7%       | 0.3%        | 0.2%                         | -0.5%                       |

Item# 38

Attachment number 2  
Page 12 of 14

**RICHLAND COUNTY  
2009 MILLAGE AND TAX SCHEDULE**

**Commercial Property  
Non-Owner Occupied  
Budget Amendment**

**PAUL BRAWLEY  
RICHLAND COUNTY AUDITOR**

|  | <u>DISTRICT</u> | <u>2AL</u> | <u>2CC</u>  | <u>2DP</u>  | <u>2ER</u>  | <u>2FA</u>  | <u>2TB</u>  | <u>DISTRICT<br/>AVERAGE</u> |
|--|-----------------|------------|-------------|-------------|-------------|-------------|-------------|-----------------------------|
| <b>2009 Total Levy</b>                 |                 | 458.8      | 536.6       | 455.2       | 459.2       | 510.6       | 452.1       | 478.8                       |
| <b>2008 Total Levy</b>                 |                 | 430.2      | 511.6       | 423.0       | 431.0       | 482.4       | 419.7       | 449.7                       |
| <b>Net Change</b>                      |                 | 28.6       | 25.0        | 32.2        | 28.2        | 28.2        | 32.4        | 29.1                        |
| <b>Percentage Change</b>               |                 | 6.6%       | 4.9%        | 7.6%        | 6.5%        | 5.8%        | 7.7%        | 6.5%                        |
| <b>2009 Tax \$110,000 Reassessment</b> | \$              | 3,028.08   | \$ 3,541.56 | \$ 3,004.32 | \$ 3,030.72 | \$ 3,369.96 | \$ 2,983.86 | \$ 3,159.75                 |
| <b>Less, Local Option Sales Tax</b>    | \$              | (125.51)   | \$ (335.17) | \$ (125.51) | \$ (125.51) | \$ (288.31) | \$ (125.51) | \$ (187.59)                 |
| <b>2009 Net Taxes</b>                  | \$              | 2,902.57   | \$ 3,206.39 | \$ 2,878.81 | \$ 2,905.21 | \$ 3,081.65 | \$ 2,858.35 | \$ 2,972.16                 |
| <b>2008 Tax \$100,000 House</b>        | \$              | 2,449.39   | \$ 2,757.79 | \$ 2,406.19 | \$ 2,454.19 | \$ 2,614.59 | \$ 2,386.39 | \$ 2,511.42                 |
| <b>Tax Increase (Decrease)</b>         | \$              | 453.18     | \$ 448.60   | \$ 472.62   | \$ 451.02   | \$ 467.06   | \$ 471.96   | \$ 460.74                   |
| <b>Percentage Change</b>               |                 | 18.5%      | 16.3%       | 19.6%       | 18.4%       | 17.9%       | 19.8%       | 18.4%                       |
| <b>2010 Tax on \$20,000 Auto</b>       | \$              | 527.74     | \$ 582.98   | \$ 523.42   | \$ 528.22   | \$ 560.30   | \$ 519.70   | \$ 540.39                   |
| <b>2009 Tax on \$20,000 Auto</b>       | \$              | 489.88     | \$ 551.56   | \$ 481.24   | \$ 490.84   | \$ 522.92   | \$ 477.28   | \$ 502.28                   |
| <b>Tax Increase (Decrease)</b>         | \$              | 37.86      | \$ 31.42    | \$ 42.18    | \$ 37.38    | \$ 37.38    | \$ 42.42    | \$ 38.11                    |
| <b>Percentage Change</b>               |                 | 7.7%       | 5.7%        | 8.8%        | 7.6%        | 7.1%        | 8.9%        | 7.6%                        |

Item# 38

Attachment number 2  
Page 13 of 14

**RICHLAND COUNTY  
2009 MILLAGE AND TAX SCHEDULE**

**Commercial Property**

**Non-Owner Occupied**

**PAUL BRAWLEY  
RICHLAND COUNTY AUDITOR**

|  | <u>DISTRICT</u> | <u>6CC</u> | <u>6TI</u> | <u>6UD</u> | <u>DISTRICT<br/>AVERAGE</u> | <u>COUNTY<br/>AVERAGE</u> |
|--|-----------------|------------|------------|------------|-----------------------------|---------------------------|
| <b>2009 Total Levy</b>                 |                 | 452.6      | 367.7      | 371.2      | 397.2                       | 448.1                     |
| <b>2008 Total Levy</b>                 |                 | 471.8      | 379.1      | 383.2      | 411.4                       | 441.9                     |
| <b>Net Change</b>                      |                 | (19.2)     | (11.4)     | (12.0)     | -14.2                       | 6.2                       |
| <b>Percentage Change</b>               |                 | -4.1%      | -3.0%      | -3.1%      | -3.4%                       | 1.4%                      |
| <b>2009 Tax \$110,000 Reassessment</b> | \$              | 2,987.16   | \$         | 2,426.82   | \$                          | 2,449.92                  |
| <b>Less, Local Option Sales Tax</b>    | \$              | (335.17)   | \$         | (125.51)   | \$                          | (125.51)                  |
| <b>2009 Net Taxes</b>                  | \$              | 2,651.99   | \$         | 2,301.31   | \$                          | 2,324.41                  |
| <b>2008 Tax \$100,000 House</b>        | \$              | 2,518.99   | \$         | 2,142.79   | \$                          | 2,167.39                  |
| <b>Tax Increase (Decrease)</b>         | \$              | 133.00     | \$         | 158.52     | \$                          | 157.02                    |
| <b>Percentage Change</b>               |                 | 5.3%       | 7.4%       | 7.2%       | 6.6%                        | 12.3%                     |
| <b>2010 Tax on \$20,000 Auto</b>       | \$              | 482.18     | \$         | 418.42     | \$                          | 422.62                    |
| <b>2009 Tax on \$20,000 Auto</b>       | \$              | 503.80     | \$         | 428.56     | \$                          | 433.48                    |
| <b>Tax Increase (Decrease)</b>         | \$              | (21.62)    | \$         | (10.14)    | \$                          | (10.86)                   |
| <b>Percentage Change</b>               |                 | -4.3%      | -2.4%      | -2.5%      | -3.1%                       | 2.1%                      |

Item# 38

Attachment number 2  
Page 14 of 14

# Richland County Council Request of Action

**Subject**

Section 26-180, Signs; so as to create a new section that would allow digital display devices under certain conditions  
**[PAGES 265-268]**

**Notes**

First Reading: September 22, 2009  
Second Reading:  
Public Hearing: September 22, 2009  
Third Reading:



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-09HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE VII, GENERAL DEVELOPMENT, SITE, AND PERFORMANCE STANDARDS; SECTION 26-180, SIGNS; SO AS TO CREATE A NEW SECTION THAT WOULD ALLOW DIGITAL DISPLAY DEVICES UNDER CERTAIN CONDITIONS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-22, Definitions; is hereby amended to include in the appropriate alphabetical order, the following definition:

*Sign, electronic changeable copy.* A sign or portion thereof that displays electronic, non-pictorial, text information in which each alphanumeric character, graphic, or symbol is defined by a small number of matrix elements using different combinations of light emitting diodes (LEDs), fiber optics, light bulbs, or other illumination devices within the display area. Electronic changeable copy signs include computer programmable, microprocessor controlled electronic displays.

*Sign, electronic graphic display.* A sign or portion thereof that displays electronic, static images, static graphics or static pictures, with or without text information, defined by a small number of matrix elements using different combinations of light emitting diodes (LEDs), fiber optics, light bulbs, or other illumination devices within the display area where the message change sequence is accomplished immediately or by means of fade, repixelization or dissolve modes. Electronic changeable copy signs include computer programmable, microprocessor controlled electronic or digital displays. Electronic graphic display signs include projected images or messages with these characteristics onto buildings or other objects.

*Sign, multi-vision.* Any sign composed in whole or in part of a series of vertical or horizontal slats or cylinders that are capable of being rotated at intervals so that partial rotation of the group of slats or cylinders produces a different image and when properly functioning allows on a single sign structure the display at any given time one of two or more images.

*Sign, video display.* A sign that changes its message or background in a manner or method of display characterized by motion or pictorial imagery, which may or may not include text and depicts action or a special effect to imitate movement, the presentation of pictorials or graphics displayed in a progression of frames that give the illusion of motion, including, but not limited to, the illusion of moving objects, moving patterns or bands of light, or expanding or contracting shapes, not including electronic changeable copy signs.



Video display signs include projected images or messages with these characteristics onto buildings or other objects.

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General development, Site, and Performance Standards; Section 26-180, Signs; Subsection (e); is hereby amended to read as follows:

- (e) *Prohibited signs.* The following signs are prohibited in the unincorporated areas of Richland County:
- (1) *Off-premises signs.* All off-premises signs, unless specifically allowed elsewhere in this chapter.
  - (2) *Roof signs.* Roof signs; provided, however, that signs on the surfaces of a mansard roof or on parapets shall not be prohibited if the signs do not extend above the mansard roof or parapet to which they are attached.
  - (3) *Animated/flushing signs and signs of illusion.* Signs displaying blinking, flashing, or intermittent lights, or animation, moving parts, or signs giving the illusion of movement, unless specifically allowed elsewhere in this chapter.
  - (4) *Signs resembling traffic signals.* Signs that approximate official highway signs, warning signs, or regulatory devices.
  - (5) *Signs on roadside appurtenances.* Signs attached to or painted on utility poles, trees, parking meters, bridges, overpasses, rocks, other signs, benches, refuse containers, etc., unless specifically allowed elsewhere in this chapter.
  - (6) *Abandoned signs and sign structures.* Signs that advertise an activity or business that is no longer conducted on the property on which the sign is located. Such signs or sign structures must be removed within thirty (30) days of becoming an abandoned sign or sign structure.
  - (7) *Pennants, streamers, balloons, etc.* Signs containing or consisting of pennants, ribbons, streamers, balloons, or spinners.
  - (8) *Signs obstructing access.* Signs that obstruct free ingress or egress from a driveway, or a required door, window, fire escape, or other required exitway.
  - (9) *Signs located in the right-of-way.* All signs located in the right-of-way, unless specifically allowed elsewhere in this chapter.
  - (10) *Inflatable signs or balloons.*



(11) Electronic graphic display signs.

(12) Multi-vision signs.

(13) Video display signs.

SECTION III. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General development, Site, and Performance Standards; Section 26-180, Signs; is hereby amended to create a new subsection to read as follows:

(p) Electronic changeable copy signs. Electronic changeable on-premise copy signs are permitted in all zoning districts.

(1) Time and temperature displays are allowed, but must not exceed twenty (20) square feet of the sign face.

(2) All other changeable copy signs shall only be permitted with the following restrictions:

a. Such signs shall remain static at all times – scrolling and/or movement of any kind is prohibited.

b. The electronic area shall not exceed forty percent (40%) of the allowed/permitted sign face, but in no case shall it exceed a maximum of forty (40) square feet.

c. The message must not change more than once every six (6) seconds.

d. Illumination should be no greater than 7,500 nits during daylight hours and no greater than 500 nits during evening hours.

e. Signs shall not display flashing lights.

f. Audio speakers or any form of pyrotechnics are prohibited in association with an electronic changeable copy sign.

g. The bottom of the sign shall be at least ten (10) feet from the ground in those zoning districts that allow such height; otherwise the electronic changeable portion of the sign shall be limited to the upper twenty-five percent (25%) of the sign face.

h. The leading edge of the sign must be a minimum distance of one hundred (100) feet from an abutting residential district boundary.

i. Signs shall only be used or displayed between the hours of 6:00 a.m and 11:00 p.m. or during the hours that the business remains open to the public, whichever is greater.

j. Subparagraphs b., g. and h. do not apply to any digital sign that is legally in existence as of October 20, 2009; provided, however, all electronic changeable on-premise copy signs shall be in compliance with the requirements of this subsection by October 20, 2021.

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

SECTION VI. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2009.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

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

OF \_\_\_\_\_, 2009

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: September 22, 2009 (tentative)  
First Reading: September 22, 2009 (tentative)  
Second Reading:  
Third Reading:

# Richland County Council Request of Action

## **Subject**

Deed of Water and Sewer Lines (Bookert Heights, Ridgewood, BRRWWTP) [**FIRST READING**][**PAGES 270-386**]

## **Notes**

9/22/09 - The committee unanimously forwarded the item to Council without a recommendation. Further, staff is to clarify the language in the deed(s) by the October 6, 2009 Council meeting.

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_-09HR

AN ORDINANCE AUTHORIZING DEED TO THE CITY OF COLUMBIA FOR SANITARY SEWER LINES TO SERVE THE BOOKER HEIGHTS COMMUNITY; RICHLAND COUNTY TMS #09503-01-08, 09504-03-04, 05, 06, 07, 11, 12, 16, 18, 19, 20, 31, 32, 09504-04-01, 02, 03, 04, 09508-03-01, 06, 07, 08, 09508-02-01, 09605-01-02, 05, 07, 08, 09, 12, 13, 14, 15, 16, 09605-02-01, 07, 08, 09, 10, 11, 12, 09600-01-38, 09600-01-53 & 67.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to sanitary sewer lines to The City of Columbia, as specifically described in the attached Deed to Sanitary Sewer Lines for Booker Heights Community; Richland County TMS #09503-01-08, 09504-03-04, 05, 06, 07, 11, 12, 16, 18, 19, 20, 31, 32, 09504-04-01, 02, 03, 04, 09508-03-01, 06, 07, 08, 09508-02-01, 09605-01-02, 05, 07, 08, 09, 12, 13, 14, 15, 16, 09605-02-01, 07, 08, 09, 10, 11, 12, 09600-01-38, 09600-01-53 & 67; CF#295-19, which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

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

**ATTORNEY CERTIFICATION**

I, \_\_\_\_\_, an attorney licensed to practice in the State of \_\_\_\_\_ do hereby certify that I supervised the execution of the attached Deed to Sanitary Sewer Lines for Booker Heights Community with Richland County as Grantor and the City of Columbia, as Grantee, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
State Bar Number: \_\_\_\_\_



STATE OF SOUTH CAROLINA)  
RICHLAND COUNTY )

DEED TO SANITARY SEWER LINES FOR  
BOOKER HEIGHTS COMMUNITY; RICHLAND  
COUNTY TMS#09503-01-08, 09504-03-04, 05,  
06, 07, 11, 12, 16, 18, 19, 20, 31, 32, 09504-04-  
01, 02, 03, 04, 09508-03-01, 06, 07, 08, 09508-  
02-01, 09605-01-02, 05, 07, 08, 09, 12, 13, 14,  
15, 16, 09605-02-01, 07, 08, 09, 10, 11, 12,  
09600-01-38, 09600-01-53 & 67; CF#295-19

RICHLAND COUNTY

to

CITY OF COLUMBIA

FOR VALUE RECEIVED, Richland County (also hereinafter referred to as  
"Grantor") of Columbia, South Carolina, does hereby bargain, sell, transfer and convey  
unto the City of Columbia (also hereinafter referred to as "Grantee"), its successors and  
assigns, all of Grantor's rights, title and interests in and to the below described sanitary  
sewer lines, sanitary sewer force mains and sanitary sewer lift station:

All those 8" certain sanitary sewer lines and 4" sanitary sewer force mains,  
including manholes, manhole castings, service lines from main line to cleanouts, service  
lines to easement boundaries, sanitary sewer lift station (including wet well, control  
panels, and all equipment appurtenances, site improvements) and all components to  
complete the system.

All metes, courses, bounds and measured distances described herein are  
approximate. The precise metes, courses, bounds and measured distances are more  
particularly described and shown on City File #295-19 which is incorporated herein by  
specific reference thereto.

Sanitary Sewer Line A: An 8" sanitary sewer main beginning at a tie to an existing City of  
Columbia sanitary sewer main (CF#64-73) at an existing sanitary sewer manhole, located  
on the southeastern property line of TMS#09503-01-08, n/f Temple Zion Baptist Church,  
approximately twenty-five (25) feet northeast of the northwestern property corner of  
TMS#09507-01-16, n/f LaCroix Construction Company; thence extending therefrom in a  
northwesterly direction along said TMS#09503-01-08, for a distance of two hundred  
seventy-one (271) feet to manhole A1, located on said TMS#09503-01-08, approximately  
two hundred sixty-five (265) feet northwest of the northwestern property corner of said  
TMS#09507-01-16; thence turning and extending therefrom in a northeasterly direction  
crossing said TMS#09508-01-08 and Blue Ridge Terrace, for a distance of seven hundred  
nine (709) feet to manhole A3, located in the outer perimeter of the northeastern right-of-  
way of Blue Ridge Terrace, approximately six hundred seventeen (617) feet northeast of  
the northwestern property corner of TMS#09507-01-17, n/f Witherspoon; thence turning  
and extending therefrom in a northwesterly direction along the outer perimeter of the  
northeastern right-of-way of Blue Ridge Terrace and crossing Dakota Street, for a  
distance of one thousand two hundred thirty (1,230) feet to manhole A8, located in the  
outer perimeter of the northeastern right-of-way of Blue Ridge Terrace, approximately ten  
(10) feet northwest of the southernmost property corner of TMS#9504-04-01, n/f  
Duckworth; thence turning and extending therefrom in a northeasterly direction crossing  
TMS#09504-04-01, 02 (n/f Duckworth), 03 (n/f Moore & Gadson), 04 (n/f Shealy), 09508-  
03-06 (n/f Lewis), 07 (n/f Morris), 01 (n/f Morris), 09508-02-01 (n/f Robinson), 09605-02-  
07 (n/f Smith), 08 (n/f Dantzler & Davis), 09 (n/f Bookert), 10 (n/f Mitchell), 11 (n/f  
Livingston), 12 (n/f Glenn), and 01 (n/f Glenn), and crossing Porter Street, for a distance  
of one thousand six hundred eighty-three (1,683) feet to manhole A16, located in the outer  
perimeter of the southwestern right-of-way of Hattie Road, approximately ten (10) feet  
northwest of the eastern property corner of said TMS#09605-02-01; thence turning and

APPROVED BY

CITY OF COLUMBIA

LEGAL DEPT

Item# 40

Attachment number 2  
Page 2 of 5

extending therefrom in a northeasterly/more easterly direction crossing Hattie Road, for a distance of forty-two (42) feet to manhole A17, located in the outer perimeter of the northeastern right-of-way of Hattie Road, approximately nine (9) feet southwest of the western property corner of TMS#09605-01-09, n/f Wages; thence turning and extending therefrom in a generally northeasterly/more northerly direction crossing said TMS#09605-01-09, 08 (n/f Wages), 07 (n/f Wages), 12 (n/f Yeadon), 13 (n/f Pearson), 14 (n/f Pearson), 15 (n/f Hammond), 16 (n/f Way of Faith Tabernacle), 05 (n/f Outing), and 02 (n/f Washington), for a distance of nine hundred twenty-six (926) feet to manhole A24, located on said TMS#09605-01-02, approximately eighty-three (83) feet northeast of the eastern property corner of TMS#09605-01-16, n/f Way of Faith Tabernacle; thence terminating.

Sanitary Sewer Line B: An 8" sanitary sewer line beginning at manhole A7, located in the outer perimeter of the intersection of the northeastern right-of-way of Blue Ridge Terrace and the northwestern right-of-way of Dakota Street, approximately six (6) feet south of the southernmost property corner of TMS#09504-04-06, n/f Harris; thence turning and extending therefrom in a southwesterly direction crossing Blue Ridge Terrace and along the outer perimeter of the northwestern right-of-way of Dakota Street, for a distance of nine hundred fifty-nine (959) feet to manhole B2, located in the intersection of the outer perimeter of the northwestern right-of-way of Dakota Street and the northeastern right-of-way of Welland Street, approximately five (5) feet south of the southern property corner of TMS#09504-05-21, n/f Black; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the northeastern right-of-way of Welland Street, for a distance of four hundred (400) feet to manhole B3, located in the outer perimeter of the intersection of the northeastern right-of-way of Welland Street and the southeastern right-of-way of Heyward Brockington Road, approximately six (6) feet west of the westernmost property corner of TMS#09504-05-01, n/ f Black; thence turning and extending therefrom in a northeasterly direction along the outer perimeter of the southeastern right-of-way of Heyward Brockington Road, for a distance of six hundred seventeen (617) feet to manhole B5, located in the outer perimeter of the southeastern right-of-way of Heyward Brockington Road, approximately six (6) feet north of the northernmost property corner of TMS#09504-05-06, n/f Cooper; thence terminating.

Sanitary Sewer Line C: An 8" sanitary sewer line beginning at a wet well located on TMS#09600-01-67, n/f City of Columbia, approximately thirty-two (32) feet northwest of the southeastern property corner of said TMS#09600-01-67; thence extending therefrom in a southeasterly direction crossing said TMS#09600-01-67 and along the outer perimeter of the southwestern right-of-way of Welland Street, for a distance of five hundred seventy (570) feet to manhole C3, located in the outer perimeter of the southwestern right-of-way of Welland Street, approximately six (6) feet northeast of the easternmost property corner of TMS#09504-01-07, n/f Waldo & Hargrave; thence terminating.

Sanitary Sewer Force Main: A 4" sanitary sewer force main beginning at the aforesaid wet well on TMS#09600-01-67, n/f City of Columbia, approximately thirty-two (32) feet northwest of the southeastern property corner of said TMS#09600-01-67; thence extending therefrom in a southeasterly direction crossing said TMS#09600-01-67, along the outer perimeter of the southwestern right-of-way of Welland Street, and crossing Heyward Brockington Road, for a distance of one thousand six hundred five (1,605) feet to manhole B4 and tie to the aforesaid 8" sanitary sewer line (Line B), located in the outer perimeter of the southeastern right-of-way of Heyward Brockington Road, approximately thirty-seven (37) feet northeast of the northern property corner of TMS#09504-05-02, n/f Grady & Carrie; thence terminating.

Sanitary Sewer Line D: An 8" sanitary sewer line beginning at manhole C2, located in the outer perimeter of the southwestern right-of-way of Welland Street, approximately eighteen (18) feet southeast of TMS#09504-01-05, n/f Meeks; thence extending therefrom in a northeasterly direction crossing Welland Street and along the outer perimeter of the northwestern right-of-way of Redridge Terrace, for a distance of one thousand three hundred sixty-seven (1,367) feet to manhole D6, located in the outer perimeter of the intersection of the northwestern right-of-way of Redridge Terrace and the southwestern right-of-way of Porter Road, approximately seven (7) feet southeast of the southeastern

property corner of TMS#09504-02-12, n/f Goodwill; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the southwestern right-of-way of Porter Road, for a distance of one hundred fifty-two (152) feet to manhole D7, located along the southeastern property boundary of TMS#09600-01-53, n/f Boyles, approximately five (5) feet northeast of the northeastern property corner of said TMS# 09504-02-12; thence terminating.

Sanitary Sewer Line E: An 8" sanitary sewer line beginning at manhole D2 located in the outer perimeter of the northwestern right-of-way of Red Ridge Terrace, approximately thirty-one (31) feet southwest of the southeastern property corner of TMS#09504-02-04, n/f Kelly; thence extending therefrom in a southeasterly direction crossing Red Ridge Terrace and along TMS#09504-03-04, n/f Roberts, for a distance of one hundred thirty-nine (139) feet to manhole E1, located on said TMS#09504-03-04; thence turning and extending therefrom in an easterly direction crossing said TMS#09504-03-04, 05 (n/f Bates), 06 (n/f Jacobs), and 07 (n/f Johnson), for a distance of two hundred sixty-four (264) feet to manhole E2, located on TMS#09504-03-20 (n/f Green), approximately twenty-five (25) feet northeast of the southern property corner of said TMS#09504-03-07; thence turning and extending therefrom in a northeasterly/more easterly direction crossing said TMS#09504-03-20, 19 (n/f Kershaw), and 18 (n/f We Rent Pretty Houses, LLC), for a distance of two hundred sixty-three (263) feet to manhole E3, located on TMS#09504-03-31 (n/f Brown), approximately fifteen (15) feet southwest of the northern property corner of said TMS#09504-03-31; thence turning and extending therefrom in an easterly direction crossing TMS#09504-03-32 (n/f Culbreth), and 16 (n/f Goodwin), for a distance of one hundred twenty-three (123) feet to manhole E4, located along the northeastern property boundary of said TMS#09504-03-16; thence turning and extending therefrom in a northeasterly/more easterly direction crossing TMS#09504-03-11 (n/f Johnson), for a distance of one hundred twenty (120) feet to manhole E5, located on TMS#09504-03-12 (n/f Geter), approximately nine (9) feet northwest of the eastern property corner of said TMS#09504-03-11; thence terminating.

Sanitary Sewer Line F: An 8" sanitary sewer beginning at manhole A23 located on said TMS#09605-01-02, approximately ten (10) feet southeast of the northeastern property corner of said TMS#09605-01-16; thence extending therefrom in a northeasterly direction along said TMS#09605-01-02, for a distance of seventy-six (76) feet to manhole F1, located on said TMS#09605-01-02, approximately three (3) feet southwest of the northwestern property corner of TMS#09605-04-01, n/f Gridine; thence terminating.

Be all measurements a little more or less.

This conveyance also includes an exclusive easement on all sanitary sewer lines and appurtenances heretofore described for the purpose of ingress, egress, operation and maintenance of said sanitary sewer lines. Also granted herein is an easement across all private roadways and driveways, common areas, and parking areas for access, ingress and egress for operation, maintenance and repair of all sanitary sewer lines for this development. The Grantor hereby agrees that no construction (including, but not limited to, buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without prior approval of the City Engineer.

This conveyance also includes all sanitary sewer line easements shown on a set of record drawings prepared for Booker Heights Community Sanitary Sewer, near the City of Columbia, South Carolina, dated June 23, 2008, prepared for Richland County, by Jordan Jones & Goulding, William R. Westfall, S.C.P.E. #9259 and being on file in the office of the Department of Utilities and Engineering, City of Columbia, South Carolina under file reference #295-19.

These sanitary sewer lines are more clearly delineated on a set of record drawings prepared for Booker Heights Community Sanitary Sewer, near the City of Columbia, South Carolina, dated June 23, 2008, prepared for Richland County, by Jordan Jones & Goulding, William R. Westfall, S.C.P.E. #9259 and being on file in the office of the Department of Utilities and Engineering, City of Columbia, South Carolina under file reference #295-19.

PW



TO HAVE AND TO HOLD the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns against the Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

And Grantor warrants that Grantor is the lawful owner of said property and has the right to convey same; and that the property is free and clear of any and all liens and encumbrances of whatsoever kind or nature, except those set forth hereinabove.

WITNESS the hand and seal of the Grantor by the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

RICHLAND COUNTY

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_ of \_\_\_\_\_ on behalf of the within-named Grantor.  
(Name of Officer and Title) (City and State)

\_\_\_\_\_  
NOTARY PUBLIC FOR \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_-09HR

AN ORDINANCE AUTHORIZING DEED TO THE CITY OF COLUMBIA  
FOR SANITARY SEWER LINES TO SERVE THE RIDGEWOOD  
COMMUNITY; RICHLAND COUNTY TMS #09309, 09310, 09310-01-21, 23,  
24, 25 & 26.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to sanitary sewer lines to The City of Columbia, as specifically described in the attached Deed to Sanitary Sewer Lines for the Ridgewood Community; Richland County TMS #09309, 09310, 09310-01-21, 23, 24, 25 & 26; CF#294-07, which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009.

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

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

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_-09HR

AN ORDINANCE AUTHORIZING DEED TO THE CITY OF COLUMBIA  
FOR CERTAIN WATER LINES TO SERVE THE RIDGEWOOD  
COMMUNITY; RICHLAND COUNTY TMS #09313-13 & 09313-14 (P).

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to certain water lines to The City of Columbia, as specifically described in the attached Deed to Water Lines for Ridgewood Community Water Improvements; Richland County TMS #09313-13 & TMS#09313-14 (portion); CF#294-07, which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009.

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

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

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_-09HR

AN ORDINANCE AUTHORIZING DEED TO THE CITY OF COLUMBIA FOR CERTAIN WATER LINES TO SERVE THE BROAD RIVER WASTEWATER TREATMENT PLANT, PHASE 2; RICHLAND COUNTY TMS #05300-01-11 (P).

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to certain water lines to The City of Columbia, as specifically described in the attached Deed to Water Lines for Broad River Wastewater Treatment Plant, Phase 2; Richland County TMS #05300-01-11 (portion); CF#266-05, which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Paul Livingston, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009.

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

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

**ATTORNEY CERTIFICATION**

I, \_\_\_\_\_, an attorney licensed to practice in the  
State of \_\_\_\_\_ do hereby certify that I supervised  
the execution of the attached Deed to Water Lines for Broad River Wastewater Treatment  
Plant from Richland County, Grantor, to the City of Columbia, Grantee, this \_\_\_\_\_  
day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
State Bar or License Number \_\_\_\_\_

STATE OF SOUTH CAROLINA ) DEED TO WATER LINES FOR BROAD RIVER  
WASTEWATER TREATMENT PLANT;  
COUNTY OF RICHLAND ) RICHLAND COUNTY TMS# 05306-07-01 AND  
TMS#05300-01-11 (PORTION); CF#266-05

**RICHLAND COUNTY**

to

**CITY OF COLUMBIA**

FOR VALUE RECEIVED, RICHLAND COUNTY (also hereinafter referred to as "Grantor") of Columbia, South Carolina does hereby bargain, sell, transfer and convey unto the CITY OF COLUMBIA (also hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's rights, title and interests in and to the below described water lines:

All those certain water lines, the same being 6", 8" and 12" in diameter including valves, valve boxes, fire hydrants, meter boxes, service lines to easement boundaries, (including 6" DIP) lead lines to fire hydrants and all components to complete the system.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and shown on CF#266-05, which is incorporated herein by specific reference thereto.

An 8" water line beginning at an 8" tapping sleeve and tie to an existing 8" City of Columbia water line (CF#236-18D), located in the outer perimeter of the intersection of the eastern right-of-way of Tangleworth Road and the southwestern right-of-way of River Bottom Road, thirty-six and three hundredths (36.03) feet southwest of the northernmost/northwestern property corner of Richland County TMS#05306-07-01, n/f Williams; thence extending therefrom in a northerly direction along the outer perimeter of the intersection of the eastern right-of-way of Tangleworth Road and the southwestern right-of-way of River Bottom Road, for a distance of four (4) feet to a 45° bend located in the outer perimeter of the intersection of the eastern right-of-way of Tangleworth Road and the outer perimeter of the southwestern right-of-way of River Bottom Road, thirty-four and fifty-two hundredths (34.52) feet southwest of the northernmost/northwestern property corner of Richland County TMS#05306-07-01, n/f Williams; thence turning and extending therefrom in a northeasterly direction along the outer perimeter of the intersection of the eastern right-of-way of Tangleworth Road and the southwestern right-of-way of River Bottom Road, for a distance of ten (10) feet to an 8" x 12" increaser, located in the outer perimeter of the intersection of the eastern right-of-way of Tangleworth Road and the southwestern right-of-way of River Bottom Road, twenty-five and eighty-five hundredths (25.85) feet southwest of the northernmost/northwestern property corner of said TMS#05306-07-01; thence a **12" water line** continuing therefrom in a northeasterly direction along the outer perimeter of the intersection of the eastern right-of-way of Tangleworth Road and the southwestern right-of-way of River Bottom Road, for a distance of eleven (11) feet to a 45° bend located in the outer perimeter of the southwestern right-of-way of River Bottom Road, sixteen and eighty-nine hundredths (16.89) feet west of the northernmost/northwestern property corner of said TMS#05306-07-01; thence turning and extending therefrom in a southeasterly/more easterly direction along the outer perimeter of the southwestern right-of-way of River Bottom Road, for a distance of one hundred four (104) feet to a 45° bend, located in the outer perimeter of the southwestern right-of-way of River Bottom Road, four and sixty-four hundredths (4.64) feet northeast of the northeastern property corner of said TMS#05306-07-01; thence turning and extending therefrom in a southeasterly to southerly to southeasterly direction along Shady Wood Lane, for a distance of five hundred fifty-nine (559) feet to a 45° bend located in Shady

APPROVED BY  
CITY OF COLUMBIA Item# 40

*JMS* LEGAL DEPT.

Wood Lane, forty-three and ninety-three hundredths (43.93) feet northwest of the eastern property corner of Richland County TMS# 05306-07-10, n/f Hembree; thence turning and extending therefrom in a northeasterly direction crossing Shady Wood Lane, for a distance of forty-five (45) feet to a 45° bend located in Shady Wood Lane, thirty-seven and eleven hundredths (37.11) feet northeast of the eastern property corner of said TMS#05306-07-10; thence turning and extending therefrom in a southeasterly direction along Shady Wood Lane and crossing Richland County TMS#05300-01-11, n/f Richland County, for a distance of sixteen hundred thirty-seven (1637) feet to a 12" x 6" reducer, located on the subject property, one hundred sixteen and seven tenths (116.7) feet northwest of the northern building corner of "alkaline system building"; thence a 6" water line continuing therefrom in a southeasterly direction along the subject property, for a distance of fourteen (14) feet to a 6" x 6" tee located on the subject property, one hundred two and forty-six hundredths (102.46) feet northwest of the northern building corner of "alkaline system building"; thence turning and extending therefrom in a southwesterly direction along the subject property, for a distance of eleven (11) feet to a meter pit, located on the subject property, one hundred seven and sixteen hundredths (107.16) feet northwest of the northern building corner of "alkaline system building"; thence terminating.

Also, a 6" water line beginning at the aforesaid 6" x 6" tee located on the subject property, one hundred two and forty-six hundredths (102.46) feet northwest of the northern building corner of "alkaline system building"; thence extending therefrom in a northeasterly direction along the subject property, for a distance of ten (10) feet to a 6" plug, located on the subject property, ninety-eight and eighty-nine hundredths (98.89) feet northwest of the northern building corner of "alkaline system building"; thence terminating.


Be all measurements a little more or less.

This conveyance also includes an exclusive easement on all water lines and appurtenances heretofore described for the purpose of ingress, egress, operation and maintenance of said water lines. Also granted herein is a 10' exclusive water main easement from the main line to meter boxes for services off the water mains. Also granted herein is a non-exclusive easement for access, ingress and egress over all private roadways, common areas, and parking areas for operation, maintenance, and repair of all water lines for this development. The Grantor hereby agrees that no construction (including, but not limited to, buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without prior approval of the City Engineer.

This conveyance also includes all water line easements shown on a set of record drawings for Broad River Wastewater Treatment Plant, in Richland County, near the City of Columbia, South Carolina, dated October 29, 2007 last revised April 30, 2008, prepared for Richland County, by Power Engineering Company, Inc., Gerald Allen Lee, S.C.P.E. #21629 and being on file in the Office of the Department of Utilities and Engineering, City of Columbia, South Carolina under file reference #266-05.

These water lines are more clearly delineated on a set of record drawings for Broad River Wastewater Treatment Plant, in Richland County, near the City of Columbia, South Carolina, dated October 29, 2007 last revised April 30, 2008, prepared for Richland County, by Power Engineering Company, Inc., Gerald Allen Lee, S.C.P.E. #21629 and being on file in the Office of the Department of Utilities and Engineering, City of Columbia, South Carolina under file reference #266-05.

DD

APPROVED BY  
CITY OF COLUMBIA  
LEGAL DEPT.  


TO HAVE AND TO HOLD the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns against the Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

And Grantor warrants that Grantor is the lawful owner of said property and has the right to convey same; and that the property is free and clear of any and all liens and encumbrances of whatsoever kind or nature, except those set-forth hereinabove.

WITNESS the hand and seal of the Grantor by the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WITNESSES:

**RICHLAND COUNTY**

\_\_\_\_\_  
(1<sup>st</sup> witness signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(2<sup>nd</sup> witness signature)

Title: \_\_\_\_\_  
(Print Title)

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_ of \_\_\_\_\_  
(Name of Officer and Title) (City and State)

on behalf of the within-named Grantor.

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA

MY COMMISSION EXPIRES \_\_\_\_\_



**ATTORNEY CERTIFICATION**

I, \_\_\_\_\_, an attorney licensed to practice in the State of \_\_\_\_\_, do hereby certify that I supervised the execution of the attached Deed to Water Lines for Broad River Wastewater Treatment Plant, Phase 2 with Richland County as Grantor and the City of Columbia, as Grantee, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
State Bar or License Number: \_\_\_\_\_

STATE OF SOUTH CAROLINA ) DEED TO WATER LINES FOR BROAD RIVER  
WASTEWATER TREATMENT PLANT, PHASE  
2; RICHLAND COUNTY TMS# 05300-01-11  
RICHLAND COUNTY ) (PORTION); CF#266-05

**RICHLAND COUNTY**

to

**CITY OF COLUMBIA**

FOR VALUE RECEIVED, RICHLAND COUNTY (also hereinafter referred to as "Grantor") of Columbia, South Carolina does hereby bargain, sell, transfer and convey unto the CITY OF COLUMBIA (also hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's rights, title and interests in and to the below described water lines:

All those certain water lines, the same being 6" in diameter including valves, valve boxes, fire hydrants, meter boxes, service lines to easement boundaries, (including 6" DIP) lead lines to fire hydrants and all components to complete the system.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and shown on CF#266-05, which is incorporated herein by specific reference thereto.

A 6" water line beginning at a tapping sleeve and tie to an existing 6" City of Columbia water line (CF#266-05), located on the subject property, ninety-eight and eighty-eight hundredths (98.88) feet northwest of the northern corner of "Alkaline System Building"; thence extending therefrom in a northeasterly direction along the subject property, for a distance of six (6) feet to a 45° bend located on the subject property, ninety-seven and forty-six hundredths (97.46) feet northwest of the northern corner of said "Alkaline System Building"; thence turning and extending therefrom in a generally easterly direction along the subject property for a distance one hundred seventy-three (173) feet to a 45° bend, located on the subject property one hundred twelve and six tenths (112.6) feet northeast of the northern corner of said "Alkaline System Building"; thence turning and extending therefrom in a southeasterly direction along the subject property, for a distance of four hundred thirty-four (434) feet to a 45° bend, located on the subject property, one hundred seventy-six and twelve hundredths (176.12) feet east of the eastern corner of "SBR Basin"; thence turning and extending therefrom in a southeasterly direction along the subject property, for a distance of eighty-six (86) feet to a 45° bend located on the subject property, two hundred nine and twenty-eight hundredths (209.28) feet southeast of the eastern corner of "SBR Basin"; thence turning and extending therefrom in a southwesterly direction along the subject property, for a distance of sixty (60) feet to a 45° bend, located on the subject property, two hundred ten and thirty-nine hundredths (210.39) feet southeast of the eastern corner of "SBR Basin"; thence turning and extending therefrom in a southwesterly direction along the subject property, for a distance of forty-five (45) feet to a fire hydrant assembly, located on the subject property, one hundred ninety-nine and twenty-seven hundredths (199.27) feet southeast of southern corner of "SBR Basin"; thence terminating.

Be all measurements a little more or less.

This conveyance also includes an exclusive easement on all water lines and appurtenances heretofore described for the purpose of ingress, egress, operation and maintenance of said water lines. Also granted herein is a 10' exclusive water main easement from the main line to meter boxes for services off the water mains. Also granted herein is a non-exclusive easement for access, ingress and egress over all private

APPROVED BY  
CITY OF COLUMBIA Item# 40  
LEGAL DEPT.

roadways, common areas, and parking areas for operation, maintenance, and repair of all water lines for this development. The Grantor hereby agrees that no construction (including, but not limited to, buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without prior approval of the City Engineer.

This conveyance also includes all water line easements shown on a set of record drawings for Broad River Wastewater Treatment Plant, Phase 2, in Richland County, near the City of Columbia, South Carolina, dated January 30, 2009, last revised March 11, 2009, prepared for Richland County, by Power Engineering Company, Inc., Gerald Allen Lee, S.C.P.E. #21629 and being on file in the Office of the Department of Utilities and Engineering, City of Columbia, South Carolina under file reference #266-05.

These water lines are more clearly delineated on a set of record drawings for Broad River Wastewater Treatment Plant, Phase 2, in Richland County, near the City of Columbia, South Carolina, dated January 30, 2009, last revised March 11, 2009, prepared for Richland County, by Power Engineering Company, Inc., Gerald Allen Lee, S.C.P.E. #21629 and being on file in the Office of the Department of Utilities and Engineering, City of Columbia, South Carolina under file reference #266-05.

DD

**(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

TO HAVE AND TO HOLD the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns against the Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

And Grantor warrants that Grantor is the lawful owner of said property and has the right to convey same; and that the property is free and clear of any and all liens and encumbrances of whatsoever kind or nature, except those set-forth hereinabove.

WITNESS the hand and seal of the Grantor by the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WITNESSES:

**RICHLAND COUNTY**

\_\_\_\_\_  
(1<sup>st</sup> witness signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(2<sup>nd</sup> witness signature)

Title: \_\_\_\_\_  
(Print Title)

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_ of \_\_\_\_\_  
(Name of Officer and Title) (City and State)  
on behalf of the within-named Grantor.

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA

MY COMMISSION EXPIRES \_\_\_\_\_

# Richland County Council Request of Action

**Subject**

To Negotiate the purchase of 1400 Atlas (Boozer Lumber Site) property for the purpose of maintaining a local Farmers' Market [**PAGE 288**]

**Notes**

9/22/09 - This item was forwarded to the October 6, 2009 Council meeting without a recommendation.



**POTENTIAL DEAL STRUCTURES**  
**RE: 1400 ATLAS PROPERTIES, LLC**  
**AND RICHLAND COUNTY**

1. Sale of property from 1400 Atlas Properties, LLC to Richland County:

- a. Sales price - \$6,995,000.
- b. Closing date – On or before October 31, 2009.

OR

2. "Joint Venture" between 1400 Atlas Properties, LLC and Richland County:

- a. Richland County (through its development corporation) would contribute \$4,000,000 cash in exchange for a 49% interest in the property.
- b. Joint Venture entity would then enter into multiple leases with Farmers Market tenants or a master lease with a single Farmers Market tenant who then subleases to end users.
- c. Estimated annual gross rental income to new entity - \$687,000.
- d. 1400 Atlas Properties, LLC would be guaranteed annual rental income of at least \$320,000 on a triple net basis in year one, with annual CPI increases.
- e. Taxes would be abated in order to keep rents low (not passed on to tenants).
- f. At the end of lease term (presumably 20 years), Richland County would have the right to acquire the property or the interest of 1400 Atlas Properties, LLC in the entity based on a fair market value at that time.
- g. If Richland County fails to exercise such option, 1400 Atlas Properties would have a reciprocal option.

OR

3. Landlord/Tenant arrangement between 1400 Atlas Properties, LLC and Richland County:

- a. Lease would be triple net from 1400 Atlas Properties, LLC as landlord for a 20 year term for \$650,000 with CPI increases (basically passed through from rents).
- b. Lease would provide that 24% ownership would be given to the County and another 25% be purchased at the end of the 7<sup>th</sup> year for \$4,500,000 provided that the New Markets Tax Credit Loan is approved & put in place.
- c. Taxes would be abated in order to keep rents low (not passed on to tenants).

Thank you for your interest and we look forward to working with you on this great project.

Respectfully,  
Jeremy Wilson &  
George McCutchen  
1400 Atlas Properties, LLC  
803-779-8600

# Richland County Council Request of Action

**Subject**

Board of Zoning Appeals-1

# Richland County Council Request of Action

**Subject**

Employee Grievance Committee-1



# Richland County Council Request of Action

**Subject**

Planning Commission-2

# Richland County Council Request of Action

**Subject**

Building Codes Board-3 (Isabel Berry\*, Michael Lowman\*, Greg Mackie\*) **[PAGES 293-298]**



APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION

Name: ISABEL BERRY

Home Address: 51 SHORELINE DR. COLUMBIA SC 29229

Telephone: (home) 661-2922 (work) 600-5995

Office Address: SAME ABOVE

Educational Background: MASTER DEGREE IN ENGINEERING

Professional Background: BUSINESS OWNER

Male  Female

Age: 18-25  26-50  Over 50

Name of Committee in which interested: BUILDING CODES BOARD OF ADJUSTMENT

Reason for interest: TO SERVICE THE COMMUNITY

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission:

ENGINEER, BUILDER, PLANNING DESIGN

Presently serve on any County Board/Commission/Committee? YES

Any other information you wish to give? SPEAK TWO LANGUAGES

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: LET ME KNOW

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the board for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all boards shall be required to abstain from voting or influencing through discussion or debate or any other way, decisions of the board affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Board or Commission, as the County Council, by majority vote of the council, shall elect.

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the board?

Yes \_\_\_\_\_ No ✓ \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Label L. Perry  
Applicant's Signature

7/16/09  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each committee on which you wish to serve.**

**Applications are current for one year.**

|   |                    |
|---|--------------------|
| <b>Staff Use Only</b>   |                    |
| Date Received: _____  | Received by: _____ |
| Date Sent to Council: _____   |                    |
| Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file |                    |



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

Name: MICHAEL LOWMAN  
Home Address: 5 OVERCUP CT., IRMO, SC 29063  
Telephone: (home) 803-781-1332 (work) 803-520-2004  
Office Address: PO BOX 2861, IRMO, SC 29063  
Educational Background: BS IN REAL ESTATE FROM USC, COLUMBIA  
Professional Background: 20+ YEARS AS LICENSED HOME BUILDER & REAL ESTATE  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: BUILDING CODES BOARD OF ADJUSTMENTS  
Reason for interest: WOULD LIKE TO CONTINUE MY SERVICE TO THE BOARD  
  
Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission:  
20+ YEARS BUILDING EXPERIENCE, 10+ YEARS IN CODE REVIEW  
AND DEVELOPMENT  
Presently serve on any County Board/Commission/Committee? YES, BUILDING CODE BOARD OF  
ADJUSTMENTS  
Any other information you wish to give? \_\_\_\_\_  
Recommended by Council Member(s): \_\_\_\_\_  
Hours willing to commit each month: WHAT EVER IS NEEDED

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the board for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all boards shall be required to abstain from voting or influencing through discussion or debate or any other way, decisions of the board affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Board or Commission, as the County Council, by majority vote of the council, shall elect.

### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the board?

Yes ✓ No \_\_\_\_\_

If so, describe: I OWN A HOMEBUILDING COMPANY THAT MAY BE AFFECTED BY ACTIONS BY THE BOARD. WE CURRENTLY DO NOT BUILD WITHIN THE COUNTY. I MAY HAVE TO RECUSE MYSELF FROM DECISIONS WHEN A CONFLICT COULD ARISE.

[Signature] Date 7/1/09  
Applicant's Signature

Return to:  
Clerk of Council, Post Office Box 192, Columbia, SC 29202.  
For information, call 576-2060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

| Staff Use Only              |  |
|-----------------------------|--|
| Date Received: _____        | Received by: _____   |
| Date Sent to Council: _____ |  |
| Status of Application:      | <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file |





APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Name: Greg Mackie

Home Address: 61 Olde Springs Rd

Telephone: (home) 419-1007 (work) 736-9300

Office Address: 8551 Old Percival Rd

Educational Background: high school graduate

Professional Background: Licensed MASTER PLUMBER MASTER GAS Fitter

Male [x] Female [ ] Age: 18-25 [ ] 26-50 [x] Over 50 [ ]

Name of Committee in which interested: BOARD OF ADJUSTMENT

Reason for interest:

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission:

Presently serve on any County Board/Commission/Committee? YES Board of ADJUSTMENT

Any other information you wish to give?

Recommended by Council Member(s):

Hours willing to commit each month: WHAT EVER NECESSARY

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the board for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all boards shall be required to abstain from voting or influencing through discussion or debate or any other way, decisions of the board affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Board or Commission, as the County Council, by majority vote of the council, shall elect.

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the board?

Yes \_\_\_\_\_ No X \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Meg A Mackie  
Applicant's Signature

7-6-09  
Date

Return to:  
Clerk of Council, Post Office Box 192, Columbia, SC 29202.  
For information, call 576-2060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

|                             |  |
|-----------------------------|--|
| <b>Staff Use Only</b>       |  |
| Date Received: _____        | Received by: _____   |
| Date Sent to Council: _____ |  |
| Status of Application:      | <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file |



# Richland County Council Request of Action

**Subject**

Central Midlands RTA-2 (L. Edward Judice, William J. Leidinger, Robert G. Liming) [**PAGES 300-317**]



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: L. Edward Justice

Home Address: 7703 Dartmore Lane, Columbia 29223

Telephone: (home) 803-736-6558 (work) 803-931-8881

Office Address: 1815 Gervais street

Email Address: jedward3@sc.rr.com

Educational Background: Hold MBA degree

Professional Background: Currently working as business consultant

Male [checked] Female [ ] Age: 18-25 [ ] 26-50 [ ] Over 50 [checked]

Name of Committee in which interested: Central Midlands RTA Board

Reason for interest: Have served on this board for 5 years and am still interested in making the RTA the best it can be.

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

I have an analytical nature and make reasoned decisions

Presently serve on any County Committee, Board or Commission? Yes (RTA board)

Any other information you wish to give?

Recommended by Council Member(s):

Hours willing to commit each month: Depends on my schedule

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No  \_\_\_\_\_

#### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No  \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

L. Edward Justice  
Applicant's Signature

9/5/09  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

| Staff Use Only  |                    |
|---|--------------------|
| Date Received: _____  | Received by: _____ |
| Date Sent to Council: _____   |                    |
| Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file | Item# 46           |



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant must reside in Richland County.**

Name: William J. Leidinger

Home Address: 19 Oakman Lane Columbia SC

Telephone: (home) 787-5061 (work) 787-5061

Office Address: Same

Email: wleidinger@msn.com

Educational Background: BA History MA Political Science/Public Management

Professional Background: Please see attached Public Transportation Experience and Resume

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Central Midlands Regional Transit Authority

Reason for interest: Previous service as Chmn, Transit Subcommittee of Richland Transportation Study Commission, prior board and management experience with transit systems in 2 metropolitan areas, prior elected and appointed positions in local government, desire to remain involved in and contribute to community betterment.

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission: Please see attached Public Transportation Experience and Resume

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): Several

Hours willing to commit each month: As many as necessary

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.



Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No X \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No X \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Applicant's Signature

9/07/09 \_\_\_\_\_  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

|                             |                    |
|-----------------------------|--------------------|
| <b>Staff Use Only</b>       |                    |
| Date Received: _____        | Received by: _____ |
| Date Sent to Council: _____ |                    |

## **William J. Leidinger**

### **Key Public Transportation Experience**

#### **Richland County SC Transportation Study Commission**

Mr. Leidinger was appointed by the Richland County Council in 2007 to serve on the County Transportation Study Commission as well as serve as Chairman of the 13 member Transit Subcommittee. The Commission was assisted in its work by the firm of Parsons Brinkerhoff. The Parsons Brinkerhoff staff who worked with the Transit Subcommittee were experienced transit managers and operators.

The Commission delivered the final report to County Council in the spring of 2008. The recommendations regarding transit were fundamental to the effective governance, management and operations of improved transit service in Richland County and implementation is currently underway.

#### **Greater Richmond Transportation Company – Richmond, Virginia**

Mr. Leidinger served as City Manager in Richmond, Virginia. Richmond had a population of approximately 250,000 and was served by the Virginia Transit Company, which advised the City that it wished to be acquired by the City or a third party. Virginia Transit Company had previously been owned and operated by Virginia Power Company but had operated as a separate independent corporation for many years.

Mr. Leidinger led the negotiations for the acquisition and the subsequent creation of the Greater Richmond Transit Company (GRTC), a wholly owned subsidiary of the City, which owned and operated the transit system. He served as President and Chairman of the Board of GTC.

During his tenure, Mr. Leidinger led the complete modernization of the antiquated fleet, provision of bus shelters and benches throughout the system, the contract employment of a professional public transit



management firm, effective service marketing and strengthening of operating revenue.

Mr. Leidinger initiated and successfully concluded negotiations with adjacent counties, approximate populations of 700,000, in the metropolitan area, resulting in the counties becoming owners of GRTC, participating financially and serving on the Board of Directors.

Today GRTC is considered of the most efficient public transit systems in the country. GRTC operates approximately 186 passenger buses, 46 paratransit vehicles and 17 vans (8 to 16 passengers) to transport passengers to employment and daycare.

### **The Fairfax Connector, Fairfax County, Virginia**

Mr. Leidinger served as County Executive of Fairfax County, Virginia. Fairfax County has a population of approximately 1.3 million and is served by the Washington Metropolitan Area Transportation Authority (WMATA). WMATA is an interstate and multiple jurisdiction authority providing public commuter rail and bus service in the Washington, D.C. metropolitan area.

Beginning in recent years, Fairfax County realized that the bus service provided by WMATA was expensive and not meeting Fairfax County's intra-county bus service needs. WMATA was principally interested in providing bus service to "feed" its rail service and provide express service to downtown Washington, D.C. Fairfax County wanted less costly service which complimented WMATA service and which more fully met the County's intra-County public transit needs.

The County established the Fairfax Connector, established planning and oversight in the County's Transportation Department, contracted for a professional public transit management firm, dramatically eliminated the number of expensive WMATA routes and began to build a reliable, less expensive bus fleet which met the County's intra-County bus service needs. The Director of the Transportation Department is appointed by the County Executive and confirmed by the Board of Supervisors.

The Fairfax Connector today consists of 175 bus vehicles providing regular and paratransit service throughout the 400 square mile County. Ridership continues to increase year over year.



**WILLIAM J. LEIDINGER**

19 Oakman Lane  
Columbia, SC 29209

(803) 787-5061 (Home)  
(803) 608-2378 (Cell)

WLeidinger@msn.com

---

A senior executive highly experienced in government and corporate leadership and management who possesses well developed financial, operations, people, organization and political skills. Proven leadership in periods of financial and organizational expansion and contraction. A strategic thinker who has successfully implemented change to achieve organization goals, improved performance and enhanced customer service.

---

**Watson Wyatt Worldwide**  
**Senior Consultant**

**July 2005 to July 2009**

Consultant with Government Consulting Practice, providing Human Capital services to intelligence, defense and civilian agencies including HR services evaluation and improvement, HC strategy and planning, performance management systems, workforce planning, compensation and integrated talent management systems.

**U.S. Department of Education**

**2001 to June 2005**

**Assistant Secretary for Management**  
**Chief Information Officer and**  
**Chief Human Capital Officer**

**2/02 to June 2005**

Confirmed in February 2002, as Assistant Secretary for Management. Appointed Department CIO in March 2003, and subsequently appointed Chief Human Capital Officer. Directly responsible for 295 employees and \$258,648,000 FY04 Salary and Expense Budget. Top Secret clearance.

Office of Management includes Department's nationwide facilities, human resources, administrative services, labor relations, physical and personnel security, fulfillment center, hearings and appeals, disposal of Federal real estate and process and performance improvement services.

Office of Chief Information Officer includes Department IT security, enterprise architecture, IT investment management, network engineering and operations, regulatory and information management, web services, telephony, messaging, disaster recovery and desk top support.

Responsible for Human Capital and E-Gov on the President's Management Agenda and the Department's related business process reengineering.

Significant Human Capital Officer accomplishments: developed agency wide Human Capital Plan, reviewed and added clarity of results to 60% of employee performance plans, redesigned and implemented performance systems for all employees and increased performance standards, established direct links between performance and rewards, implemented new awards plans for all employees which focus on higher rewards for higher performers, identified mission critical positions and related training needs, developed agency-wide recruitment and succession plan, improved and shortened the hiring process and significantly reduced the vacancy inventory.

Significant Chief Information Officer accomplishments: certified and accredited the security of all Department systems which enabled Department to achieve second clean audit opinion in Department's history, developed an enterprise architecture rated "effective" by OMB, aligned all IT investments with business needs, established a robust capital planning and investment process, redesigned the Department's web site into an award winning customer focused information center, revamped the Department's FOIA process and deployed a Department-wide FOIA management and tracking system.

Member of Federal CIO Council and Information Assurance Committee.

Member of Federal Chief Human Capital Officers Council, Executive Committee and Chairman of the Leadership and Succession Subcommittee.

**Consultant**

**10/01 to 2/02**

Served as consultant to Secretary and Deputy Secretary on a variety of management issues while awaiting Senate confirmation.

**PricewaterhouseCoopers LLP**

**1997 to 2001**

**MidAtlantic Business Development Manager**

1999 to 2001

Identified business leads and managed relationships in MidAtlantic Region for State and Local Government Consulting Practice of Big 5 firm. Service offerings focused on larger strategic change, process and performance improvement and technology solutions opportunities.

- Successfully positioned firm to propose on major opportunities in several states.
- Developed relationships with key state and local CEO's, CIO's, and CFO's.
- Created opportunity documentation necessary to gain firm wide investment approval to pursue largest and most strategic opportunities.

**Senior Principal Consultant**

1997 to 1999

Provided management consulting services to clients of State and Local Government Consulting Practice.



- Reengineered the procurement processes of a large metropolitan water and sewer authority and designed new processes to improve overall performance, service to internal customers, enhanced internal management, performance metrics collection and reporting and inventory reduction. All recommendations were successfully implemented.
- Conducted a feasibility and strategy study regarding acquiring one of the ten largest public owned water and wastewater agencies for one of the nation's largest investor owned water companies. Upon completion of the feasibility and strategy study, the company concluded that it would not pursue the acquisition.
- Led a needs assessment of the joint use financial, human resources and payroll systems for a large county school system and county government, using group decision-making software, to determine current and future requirements. All recommendations were adopted and new systems were funded and have been implemented.

**County Executive, Fairfax County, VA**

**1992 to 1996**

Chief Executive of one of the largest and most complex local governments in the nation. Developed and managed \$3.0 billion budget and managed 10,600 employees.

*Tax Administration: Business Process Redesign, Organizational Realignment and Improved Customer Service*

- Conducted and implemented the results of a business process redesign and created full integration of tax processes from assessments to collections in a single new Department of Tax Administration.
- Established new call center, reduced peak period taxpayer counter waits by 92%, reduced peak period taxpayer telephone waits by 86%, and measured customer satisfaction with service improvements.
- Reengineered audit process and established monthly closing of financial books to provide more current and accurate financial information and facilitate year end closing

*Information Technology: Business Process Redesign, Organizational Realignment, and Strategic Improvements*

- Conducted and implemented the results of a business process redesign, consolidated two information technology departments into a single department with a \$25 million annual budget and 200 employees.
- Developed, utilizing cost free outside resources, and implemented a 9 year, \$20 million per year information technology strategic improvement plan in all business areas.
- Established the position of chief information officer at highest senior executive level.

*Financial Management and Performance Review*

- Refinanced \$1 billion of debt to achieve \$30 million savings, conducted detailed review of all lines of business in order to achieve savings and improve efficiency.

- Managed service levels in face of \$192 million reduction in general fund revenues, recommended substantial cost reductions and revenue increases to maintain balanced budget in dramatic declining economy, maintained AAA bond rating.
- Purchased two 250,000 sq. ft. office buildings to achieve \$1 million annual savings.

*Utilities: Organizational Improvement and Improved Customer Service*

- Successfully led the negotiations for the establishment of a \$160 million, 1200 employee, multi-state, multi-jurisdictional water and wastewater authority and implemented short and long-term improvements.

**Executive Vice President, Security Federal Savings, Richmond, VA      1986 to 1991**

Chief Lending Officer, responsible for all lending and related activities. Served on the Board of Directors of the parent and six subsidiaries.

- Maintained loan delinquency ratio at less than half national average, rapidly sold mortgages in the secondary market while retaining very profitable loan servicing.
- Served as Chairman of the Asset-Liability Committee, negotiated the acquisition of an insurance entity and managed its expansion to double gross revenue.

**Executive Director, McGuire Clinic, Richmond, VA,      1981 to 1986**

Chief Executive of multi specialty and location health care provider.

- Developed opportunity to lower patient hospital costs by up to 30%, directed a multi-location expansion program without disrupting patient care.
- Negotiated to become the sole source health care provider for the region's first HMO which resulted in doubling patient growth and expanded patient care services.

**Senior Vice President, Jarvis Corporation, Richmond, VA      1979 to 1981**

Responsible for financial and administrative management for East Coast telecommunications company. Negotiated the then largest private telephone system contract in the nation with the University of Virginia.

**City Manager, Richmond, VA      1972 to 1978**

Chief Executive of large, diverse local government with \$400 million budget and 5,000 employees. As President of new subsidiary, established modern public transportation company with one of the highest (65%) farebox revenues to expense ratios in the nation. Initiated and completed commercial and residential development and redevelopment projects and developed public/private financial partnerships, implemented public safety initiatives that resulted in



significant major crime reductions, installed new financial system, improved service delivery, improved employee performance and maintained AAA bond rating.

**City Council, Richmond, VA**

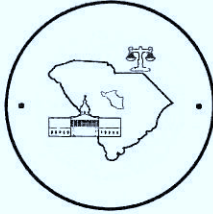
**1980 to 1990**

Served for 10 years as a member of the Richmond City Council. Led the negotiations for the creation regional airport authority, deepwater port authority, and professional baseball stadium. Focused on financial management, community development projects, improved service delivery, management performance and maintaining AAA bond rating. Member of bi-racial majority.

**Education**

M.A., Public Management/Political Science, University of Iowa, Iowa City, Iowa

B.A., History, Loras College, Dubuque, Iowa



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant must reside in Richland County.**

Name: Robert G Liming

Home Address: Apartment 167, 1520 Senate Street, Columbia, SC 29201

Telephone: (home) 803-252-2167 (work) CELL: 803-917-4177

Office Address: N/A semi-retired and on disability

Email Address: rliming@sc.rr.com

Educational Background: High School degree, Bachelor's Degree, Master's Degree

Professional Background: **Extensive, please see attached resume**

Male  Female  Age: 18-25  26-50  Over 50

Name of Committee in which interested: Richland County representative on the Central  
Midlands Regional Transit Authority

Reason for interest: Long involved in transit issues, served two years on Richland County  
Transportation Commission, dedicated to working with county council to resolve transit issues in  
the county

Your characteristics/qualifications, which would be an asset to Committee, Board or  
Commission: **PLEASE SEE TRANSIT EXPERTISE ATTACHMENT**

Presently serve on any County Committee, Board or Commission? **County Appointee to  
current CMRTA Board**

Any other information you wish to give? **PLEASE SEE ATTACHED RESUME**

Recommended by Council Member(s): Several members

Hours willing to commit each month: All hours needed to serve

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No  \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No  \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Applicant's Signature

September 4, 2009  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

|   |                    |
|---|--------------------|
| <b>Staff Use Only</b>   |                    |
| Date Received: _____  | Received by: _____ |
| Date Sent to Council: _____   |                    |
| Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file |                    |



## **BOB LIMING'S EXPERTISE AND EXPERIENCE IN PUBLIC TRANSIT**

**Bob Liming is a widely respected public transit advocate who has lived in Richland County for over forty years. He was appointed to the current Central Midlands Regional Transit Authority Board by a unanimous vote of Richland County Council nearly two years ago. He is the only member of the present CMRTA Board who uses the current bus system on a regular basis. In addition to actually using the bus system, Mr. Liming is legally blind and fully understands the needs of both regular riders and those with special needs.**

**Mr. Liming chairs the Save Our Buses Task Force, a non-partisan community-based organization created five years ago to explore the most cost effective and efficient ways of providing Richland County with a sound public transit system. He also served two years as a special appointee to the Richland County Transportation Commission as a member of the subcommittee charged with developing a long-term plan for operation of the community's bus system.**

**Since his county appointment to the current CMRTA Board Mr. Liming has attended every Board meeting and is also an active member of the Service Standards Committee and is currently serving on the special subcommittee charged with conducting an overall operational study of the existing bus system and exploring the possibility of enchainning public transit through the development of potential park and ride routes. At his own expense, Mr. Liming has personally conducted studies of transit operations in Chattanooga, Knoxville, Raleigh, Montgomery and other cities to see what best practices could be utilized within our current system in Richland County.**

**Mr. Liming brings a keen sense of dealing within the local, state and federal governmental system having well over 35 years of employment in both the state and federal, government. During his long career in government service Mr. Liming worked with several South Carolina communities including Myrtle Beach, Charleston and Hilton Head Island to develop improved methods of transporting service workers to their places of employment in these key service-oriented communities.**

**In addition, Mr. Liming has written over two dozen articles and columns for a number of publications in an effort to inform the citizens of Richland County of the issues and need for public transit. Since his initial appointment to the CMRTA Board Mr. Liming has continually kept all members of Richland County Council and County Administrator Milton Pope informed of all actions and potential actions of the CMRTA Board.**

## RESUME

NAME: Robert G. Liming

ADDRESS: Suite 167, 1520 Senate Street,  
Columbia, South Carolina 29201 USA

TELEPHONE: 803-252-2167 (Home) Cell: 803-917-4177

E-MAIL ADDRESS: (Home)

BIRTHDATE: September 11, 1946

### **Educational Background:**

Graduate of the University of South Carolina, Columbia, South Carolina, with a Master of Mass Communications degree in December of 1977.

Graduate of Texas Christian University, Fort Worth, Texas, with a Bachelor of Fine Arts degree in speech with a minor in journalism in May of 1968.

Graduate of Garden City High School, Garden City, New York, receiving general high school degree as well as New York State Regents high school degree in June of 1964.

### **Employment Experience:**

July 2003 to November 2008--- Special Projects Manager, Office of Constituent Services, South Carolina Department of Health and Human Services, program manager worked on constituent service issues, and completed project reviews for the agency director.

November 2001 to April 2003---senior editor for the South Carolina Department of Parks, Recreation and Tourism, responsible for PRT's news bureau assignments, review and editing of materials. Also wrote, researched, edited and developed speeches, papers and documents for public dissemination.

December 1997 to November 2001---director of PRT's New Market Development Office and in this capacity was responsible for analyzing and developing new international travel markets for the state, including the establishment of a specialized targeted marketing program in Japan.

January 1991 to December 1997---served as director of PRT's International Marketing Division, including the establishment and management of an award-winning program that helped generate in excess of \$330 million in annual international travel expenditures in South Carolina.



January 1979 to January 1991---state director of tourism responsible for the management of South Carolina Department of Parks, Recreation and Tourism's travel and tourism marketing efforts; during the period tourism revenues grew at double digit rates with record-setting advertising responses. Developed the state marketing slogan, "Smiling Faces Beautiful Places," which has been used for over 30 years.

December 1974 to January 1979---executive assistant for public affairs to South Carolina Governor James B. Edwards coordinating all media relations and serving as spokesman for the governor.

December 1970 to December 1974---governmental affairs writer for The State, Columbia, South Carolina. Specialized in covering the South Carolina House of Representatives and the financial branches of state government.

December 1969 to December 1970---press secretary to Congressman Albert W. Watson from South Carolina's second congressional district.

August 1968 to December 1969---graduate teaching assistant at the University of South Carolina College of Journalism and also worked part-time as a reporter for The Columbia Record, a former afternoon daily newspaper. During college undergraduate years, 1967-68, held summer reporting jobs for two years with The Greenville News and covered the General Assembly for The Newberry Observer in 1968.

#### **Career Accomplishments:**

Appointed by U. S. Secretary of Commerce Robert Mossbacher, under President George W. Bush, to a term on the U.S. Travel and Tourism Advisory Board in 1991 and served on the board until 1997. Served in similar capacity under appointment of Commerce Secretary Ron Brown under President William J. Clinton.

Voted the nation's most outstanding travel director in 1990 by a vote of the nation's travel directors from the National Council of State Travel Directors.

Past chairman of the advisory board of the U.S. Congressional Travel and Tourism Caucus.

Twice elected regional director for the South to the Travel Industry Association of America (TIA) board of directors, serving from 1986-90.

Longest continuously serving board member of Travel South USA, a 12-state travel marketing organization, serving from 1979-98.

Selected in 1988 as the State Travel Director of the Year by the Southeast Tourism Society.

Served three terms as a member of the Coastal Plains Regional Commission Travel Advisory Committee.

Served as the co-chairman of the Discover America Task Force; member of the USA Travel Marketing Council; past member of the board of directors of the U.S. Travel Data

Center; and the only person in history to be elected chairman of the National Council of State Travel Directors by a write-in ballot.

**Awards, Recognitions, Achievements:**

Outstanding Male Graduate in Journalism, presented by the American Society of Professional Journalists, May 1968.

Member of Tau Kappa Alpha, national invitational journalism honor society, inducted at the University of South Carolina in 1977.

Twice past president of the South Carolina Chapter of the Society of Professional Journalists.

**Church and Community:**

Member of First Presbyterian Church, Columbia, South Carolina, and member of the deaconate. Vice chairman of the Encouragers Fellowship at First Presbyterian Church and member of the Tuesday Men's Prayer Group.

Chairman of the Save Our Buses Task Force, a non-partisan community coalition dedicated to maintaining and enhancing public transit in Richland County.

Richland County Council appointee to the Board of Directors of the Central Midlands Regional Transit Authority.

Served for 11 years as an adjunct professor at the University of South Carolina in the School of Hotel, Restaurant and Tourism Administration.

Contributing columnist for several publications, including The State, The Greenville News, The Columbia Free Times, The Star Reporter, CMRTA Newsletter and numerous community and statewide websites.

**Family Status:**

Two sons, both married; William Singleton Liming II, 39, wife, Mary, and sons, Kieran Michael and Declan Robert and daughter Jaclyn Michelle living in Alpharetta, GA, and Luke Stephen Liming, 35, wife, Nori, and son, Luke Stephen Liming Jr., and daughter, Jordan Elizabeth. living in Summerville, SC. Parents, William Singleton Liming and Ruth Rohr Liming, both deceased, were active in community educational programs in Upstate South Carolina, where my father was vice president for development at Erskine College and later at Anderson Junior College, and my mother was a public school teacher. My sister, Mrs. Ruth Ackroyd, is director of development for Flathead Valley Community College in Kalispell, MT.

References Available Upon Request

# Richland County Council Request of Action

**Subject**

Employee Grievance Committee-2 (Sonia Fells) **[PAGES 319-320]**





APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION

Name: Sonia Fells  
Home Address: 22 Gowham Ct  
Telephone: (home) 749-0746 (work) 576-2017  
Office Address: 2020 Hampton St, Columbia, SC 29204  
Email Address: fells@rcgov.us  
Educational Background: Currently Attending Ashford University  
Professional Background: \_\_\_\_\_  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: Grievance Committee  
Reason for interest: To Help People Resolve Conflicts  
and to Build Better Communication  
Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission:  
To Challenge People to think differently when faced with  
difficult situations and to help them resolve conflicts  
Presently serve on any County Board/Commission/Committee? NO  
Any other information you wish to give? \_\_\_\_\_  
Recommended by Council Member(s): Dale Welch  
Hours willing to commit each month: 2?

**CONFLICT OF INTEREST POLICY**

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the board for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all boards shall be required to abstain from voting or influencing through discussion or debate or any other way, decisions of the board affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Board or Commission, as the County Council, by majority vote of the council, shall elect.

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the board?

Yes \_\_\_\_\_ No ✓ \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

S. Fell  
Applicant's Signature

8-26-09  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each committee on which you wish to serve.**

**Applications are current for one year.**

|   |                    |
|---|--------------------|
| <b>Staff Use Only</b>   |                    |
| Date Received: _____  | Received by: _____ |
| Date Sent to Council: _____   |                    |
| Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file |                    |



# Richland County Council Request of Action

**Subject**

Internal Audit Committee-2 (No applicants at this time)

# Richland County Council Request of Action

**Subject**

Motion for presentations to be held on the third Tuesdays of the month.

# Richland County Council Request of Action

**Subject**

Billboard Panel Recommendations

# Richland County Council Request of Action

**Subject**

Lobbyist Contract Award

# Richland County Council Request of Action

**Subject**

Report of the Airport Commission

1. MOU with USC [**PAGE 326**]

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING is made this \_\_\_\_ day of October, 2009, to summarize and confirm the mutual understanding of the University of South Carolina Educational Foundation (“Foundation”) and the County of Richland hereinafter known as, “the County”.

The Foundation contributed \$14,559.16 on August 1, 2005 to Richland County to support the construction of a new airport terminal at the Columbia Downtown Owens Airport and to name the lobby of the airport terminal for the University of South Carolina. For and in consideration of this gift, the County hereby confirms the original purpose of the gift and agrees, with final approval of Richland County Council, to name the airport lobby the University of South Carolina Lobby in the Jim Hamilton – L. B. Owens Airport Terminal, as long as the dedicated space exists. The County further agrees that the Foundation may, at its own expense and with the approval of the Airport Director and with the advice and consent of the Richland County Council or its designee, decorate and properly maintain the lobby to reflect its affiliation with the University of South Carolina.

\_\_\_\_\_  
University of South Carolina  
Educational Foundation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Richland County Council

\_\_\_\_\_  
Witness

# Richland County Council Request of Action

**Subject**

Township Naming Rights [**PAGES 328-329**]





1703 TAYLOR ST.  
COLUMBIA, SC 29201  
803-576-2350

Mr. J. Milton Pope  
Richland County Administrator  
2020 Hampton St.  
Columbia, SC 29202

September 24, 2009

Dear Milton:

On behalf of the Township Auditorium Board of Trustees we are requesting to be on the agenda for the Tuesday, October 6, 2009 County Council meeting at 6:00pm as an information item regarding naming rights and sponsorship opportunities.

The Board of Trustees would like Councils input on seeking naming rights for the Township and other sponsorships including sub-sponsorships IE The Ford Pick Up Window, The John Q. Citizen memorial plaza etc; liquor, beer & wine pouring rights; Soft drink pouring rights; targeted vending deals, (pizza, hotdogs) Corporate Sponsorship and Signage Opportunities.

While it is difficult to know the exact amount of income that could be earned from these types of sponsorships, it is estimated that the naming rights could bring in between \$25,000 and \$50,000 per year on a five year deal, sub-sponsorships could bring in between \$1,000 and \$5,000 each. It is the board's belief that by hiring a professional sponsorship sales company we would be able to maximize the amount of money the Township could receive and have it done in a timely manner by people who do this for a living.

While the economic climate has not been favorable for selling sponsorships in the last few years on a national level, more companies on the local level are seeing the benefit of being identified with premier entertainment venues, such as the renovated Township Auditorium. Sponsorship dollars would help off-set operating costs for the Township and help ensure that monies are available to maintain the much needed renovations that are now underway.

We appreciate this opportunity and look forward to answering any questions or concerns at the Council Meeting on October 6, 2009.

Sincerely,

The Township Auditorium Board of Trustees

# Richland County Council Request of Action

**Subject**

Township Renovations [**PAGES 331-344**]



|    |  |
|----|--|
| 1  | POTENTIAL CONSTRUCTION ITEMS SPREADSHEET |
| 2  | SOUND/AV                                 |
| 3  | LIGHTING                                 |
| 4  | MARQUEE                                  |
| 5  | FF&E                                     |
| 6  | STAIRS                                   |
| 7  | HANDRAILS                                |
| 8  | FIRE ALARM                               |
| 9  | ADDITIONAL SEATING                       |
| 10 | CAMERA                                   |
| 11 | DETAILED FINISHES                        |
| 12 | ROOF LADDERS                             |

| CONSTRUCTION ITEM   | ESTIMATED COST   | 10% CONTINGENCY | ESTIMATED IMPACT TO SCHEDULE<br>( IF APPROVED BY OCTOBER 6TH, 2009) |
|---|------------------|-----------------|---|
| Sound/AV Equipment  | 250,000          | 25,000          | NA  |
| Front of House Lighting Positions: Pipe Rail Support at Balcony   | 5,610            | 500             | NA  |
| New Lights at Stage and Balcony   | 80,000           | 800             | NA  |
| Two Follow Spots  | 30,000           | 3,000           | NA  |
| Marquee (sign only)   | 100,000          | 10,000          | NA  |
| FF&E Design Contract  | 9,720            | 970             | NA  |
| FF&E  | 250,000          | 25,000          | NA  |
| Spiral Stair to Gridiron  | 60,000           | 6,000           | NA  |
| Handrails/Guardrails in Balconies   | 45,000           | 4,500           | NA  |
| Voice Evacuation Fire Alarm: Auditorium   | 200,000          | 20,000          | NA  |
| Remove Existing Seating Risers  | 3,880            | 380             | NA  |
| Replace Seating Risers and Incorporate ADA Seating  | 280,000          | 28,000          | NA  |
| Entry Camera for Administration Area  | 10,000           | 1,000           | NA  |
| Detailed Finishes (painting) Existing Lobby Walls, BOH Addition and Exterior Walls                                | 70,000           | 7,000           | NA  |
| Additional Roof Ladders and Safety Cages to Access Existing Roof Area   | 8,240            | 800             | NA  |
| A/E Services for Additional Design Work (FF&E is separate)  | 137,000          | 13,700          | NA  |
| *NOTE CONTRACTOR WILL ADD OVERHEAD, PROFIT, INSURANCE AND BONDS TO ALL ITEMS SELECTED AT A COST OF 9.5% PER ITEM. |                  |                 |   |
| <b>TOTAL</b>  | <b>1,539,450</b> | <b>146,650</b>  |   |



| CONSTRUCTION ITEM  | ESTIMATED COST | 10% CONTINGENCY | ESTIMATED IMPACT TO SCHEDULE<br>(IF APPROVED BY OCTOBER 6TH, 2009) |
|--------------------|----------------|-----------------|--|
| Sound/AV Equipment | 250,000        | 25,000          | NA   |

Currently, the Township must either rent a sound system or use the touring production's equipment. Adding an installed sound system to the building will make the facility much more viable for local artists that use the facility and small touring events and will generate revenue for the facility.

\*Note: Conduit for system is provided in base bid. Estimated amount is for equipment purchase and install.





| CONSTRUCTION ITEM   | ESTIMATED COST | 10% CONTINGENCY | ESTIMATED IMPACT TO SCHEDULE<br>(IF APPROVED BY OCTOBER 6TH, 2009) |
|---|----------------|-----------------|--|
| Front of House Lighting Positions: Pipe Rail Support at Balcony | 5,610          | 500             | NA   |
| New Lights at Stage and Balcony                                 | 80,000         | 800             | NA   |
| Two Follow Spots  | 30,000         | 3,000           | NA   |

We recommend reusing the existing lighting positions, however they are not adequate to provide all of the "front of house lighting" needed in a professional theatre. Vertical pipes mounted to the auditorium balcony walls would be added to balance out the remaining front of house lighting positions.

Additional theatrical lights will be required at the front of house lighting positions. Theatrical lights for above the stage need to be replaced and/or supplemented. The existing Follow Spots are outdated and need to be replaced with updated Follow Spots.



| CONSTRUCTION ITEM   | ESTIMATED COST | 10% CONTINGENCY | ESTIMATED IMPACT TO SCHEDULE<br>(IF APPROVED BY OCTOBER 6TH, 2009) |
|---------------------|----------------|-----------------|--|
| Marquee (sign only) | 100,000        | 10,000          | NA   |

The Township marquee has been an effective tool in marketing the facility's events to tens of thousands of people who drive by everyday. The foundations and electrical requirements are already in the scope of the project. This item is only to furnish and install the actual marquee sign. The marquee is also a possible revenue generator for naming rights.



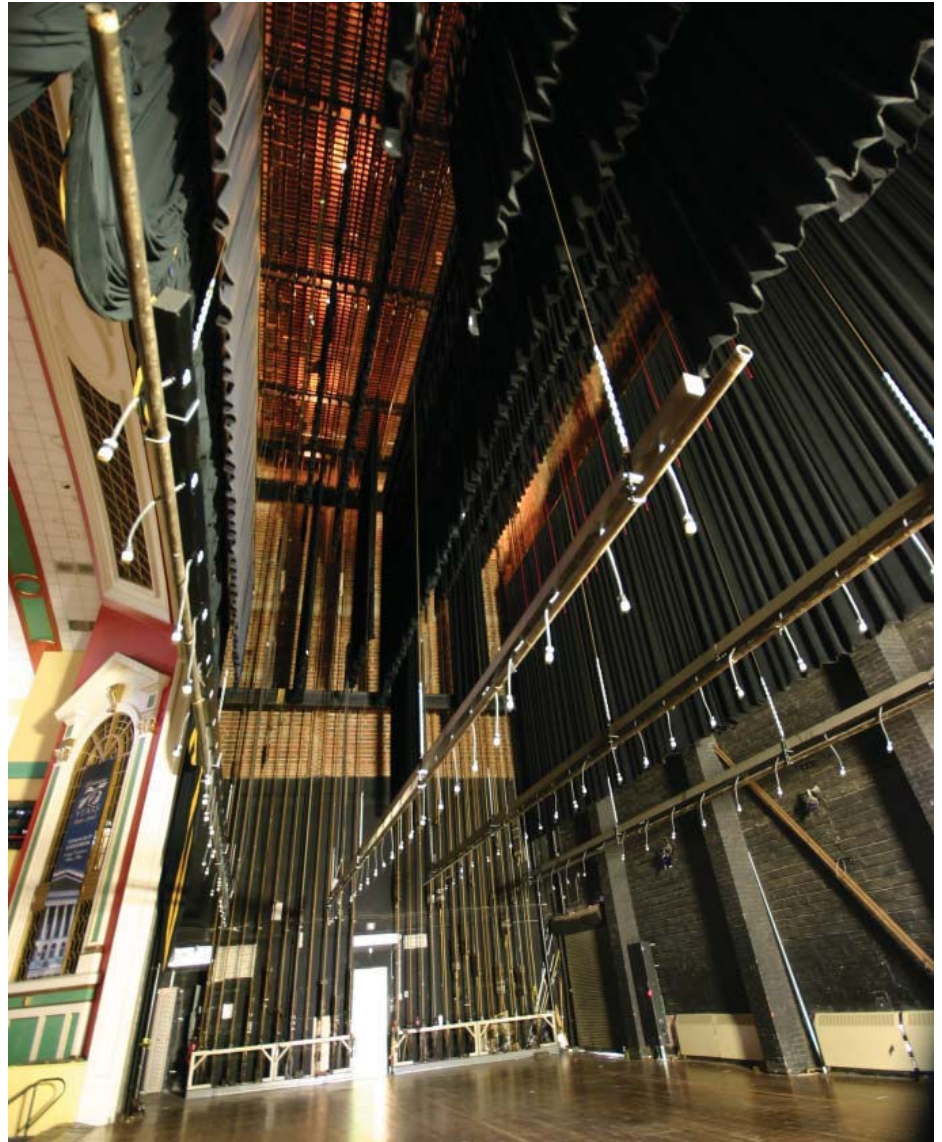
| CONSTRUCTION ITEM    | ESTIMATED COST | 10% CONTINGENCY | ESTIMATED IMPACT TO SCHEDULE<br>(IF APPROVED BY OCTOBER 6TH, 2009) |
|----------------------|----------------|-----------------|--|
| FF&E Design Contract | 9,720          | 970             | NA   |
| FF&E                 | 250,000        | 25,000          | NA   |

This item is to provide the furniture, fixtures and equipment to support the building. The item is typically carried in all project funding. During estimating, a line item was carried for FF&E but the scope of the project exceeded funding. The decision was made to remove FF&E from the scope of work and determine an amount after bid to work within if monies were available. The Architect is due additional services for this work per the original executed Contract.

|  |           |
|--|-----------|
| Furniture for 6 offices, conference room, Waiting Room, Facility, trash cans/ Recycling, 45 Banquet Tables, furniture for dressing rooms | \$115,000 |
| Framing of 40 original posters from Township archives  | \$10,000  |
| Concessions Equipment<br>(Popcorn machine, hot dog warmers, pizza machines)  | \$20,000  |
| TVs and Cable  | \$15,000  |
| IT consulting by County  | \$5,000   |
| Refurbishing and recovering seating for Lobby chairs   | \$10,000  |
| Cash registers & credit card machines for concessions & box office   | \$10,000  |
| Marley Floor   | \$5,000   |
| Built-in counters/make-up lighting for star dressing rooms   | \$27,000  |
| Flooring for Banquet Rooms and VIP Lower Lobby Area  | \$20,000  |
| Brick Pavers at Front Plaza  | \$5,000   |
| Washer and Dryer   | \$10,000  |
| Velvet Ropes and Stanchions, Turnstiles  | \$5,000   |
| Open Orchestra pit from Dressing Room Level  | \$3,000   |

Item# 54  
Attachment number 1  
Page 7 of 14





| CONSTRUCTION ITEM        | ESTIMATED COST | 10% CONTINGENCY | ESTIMATED IMPACT TO SCHEDULE<br>(IF APPROVED BY OCTOBER 6TH, 2009) |
|--------------------------|----------------|-----------------|--|
| Spiral Stair to Gridiron | 60,000         | 6,000           | NA   |

Provide safe and easy access to these important technical areas (loading gallery and gridiron). Currently to access the loading gallery and gridiron, one must climb a ladder straight up more than 60 feet. The first ladder takes one up about 10 feet where there is a transition to the second ladder by walking across the overhead door housing. All of this must be accomplished while wearing a safety harness in case of a fall. Industry standards for a new facility would provide a spiral stair at a minimum.

**Item# 54**

Attachment number 1  
Page 8 of 14



| CONSTRUCTION ITEM                 | ESTIMATED COST | 10% CONTINGENCY | ESTIMATED IMPACT TO SCHEDULE<br>(IF APPROVED BY OCTOBER 6TH, 2009) |
|-----------------------------------|----------------|-----------------|--|
| Handrails/Guardrails in Balconies | 45,000         | 4,500           | NA   |

Provide current code compliant handrails/guardrails in both balconies. The finish on the new handrails is a powder coated painted finish which is more durable than a standard painted finish which is on the current older railings. The existing railings that meet code will be cleaned and electrostatically painted in place to provide a durable finish.



| CONSTRUCTION ITEM                       | ESTIMATED COST | 10% CONTINGENCY | ESTIMATED IMPACT TO SCHEDULE<br>(IF APPROVED BY OCTOBER 6TH, 2009) |
|---|----------------|-----------------|--|
| Voice Evacuation Fire Alarm: Auditorium | 200,000        | 20,000          | NA*  |

With additional work potentially being added to the project, this item becomes necessary and an important upgrade to the auditorium's life safety. This estimate includes equipment cost for all devices, conduit and patching/repair of walls, floors and ceilings as required.

\*Note: The estimated impact to schedule is listed as not applicable but there will be potentially 12 weeks added to the overall completion date. The Architect will work directly with the Contractor, Executive Director and all code officials to develop a plan to use the building while finish work is being completed. This will allow an important life safety system to be added to the facility while also allowing the facility to open to the public on schedule.





| CONSTRUCTION ITEM                                  | ESTIMATED COST | 10% CONTINGENCY | ESTIMATED IMPACT TO SCHEDULE<br>( IF APPROVED BY OCTOBER 6TH, 2009) |
|--|----------------|-----------------|---|
| Remove Existing Seating Risers                     | 3,880          | 380             | NA  |
| Replace Seating Risers and Incorporate ADA Seating | 280,000        | 28,000          | NA  |

The current moveable riser seating needs to be replaced. The existing risers will be removed and replaced with new risers that incorporate ADA seating. As part of the cost, seating in the lower balcony will also be reworked on each side to accommodate additional ADA seating.





| CONSTRUCTION ITEM                    | ESTIMATED COST | 10% CONTINGENCY | ESTIMATED IMPACT TO SCHEDULE<br>( IF APPROVED BY OCTOBER 6TH, 2009) |
|--------------------------------------|----------------|-----------------|---|
| Entry Camera for Administration Area | 10,000         | 1,000           | NA  |

Once renovations are complete, the Township staff will be relocated from the main floor to the lower level. The entry camera is a safety feature to allow them to see who is at the entry, communicate with them, and grant access to the facility.



| CONSTRUCTION ITEM  | ESTIMATED COST | 10% CONTINGENCY | ESTIMATED IMPACT TO SCHEDULE<br>(IF APPROVED BY OCTOBER 6TH, 2009) |
|--|----------------|-----------------|--|
| Detailed Finishes (painting)<br>Existing Lobby Walls, BOH<br>Addition and Exterior Walls | 70,000         | 7,000           | NA   |

The existing lobby walls will be coated with a product to smooth out the existing cracks and chips. A stucco coat will be added to the Back of House Addition exterior walls. Stenciling to replicate the original design above the proscenium opening at the stage will be painted.



| CONSTRUCTION ITEM   | ESTIMATED COST | 10% CONTINGENCY | ESTIMATED IMPACT TO SCHEDULE<br>( IF APPROVED BY OCTOBER 6TH, 2009) |
|---|----------------|-----------------|---|
| Additional Roof Ladders and Safety Cages to Access Existing Roof Area | 8,240          | 800             | NA  |

Roof ladders with safety cages will be installed to access the existing high roof areas above the stage for exterior maintenance.

# Richland County Council Request of Action

## **Subject**

Report of the Joint County/City Transportation Ad Hoc Committee

1. National Multi Modal Conference Support [**PAGE 346**]
2. Budget Amendment: Revision of Transportation Study [**PAGE 347**]
3. Transportation Sales Tax Recommendations
  - a. Project(s)
  - b. Amount
  - c. Timeline



September 25, 2009

The Honorable Paul Livingston  
Richland County Council  
2020 Hampton Street  
Columbia, SC 29204

Dear Chairman Livingston:

On behalf of the National Multi-Modal Transportation Steering Committee, I would like to thank Richland County Council for agreeing to sponsor the quarterly meeting of the National Multi-Modal Transportation Steering Committee, which will take place at the Columbia Metropolitan Convention Center, Monday, November 2nd through Tuesday, November 3<sup>rd</sup> 2009.

The value of hosting this national meeting in our community cannot be overstated, as the steering committee will address such topics as the future of high-speed rail in the Palmetto State as well as important national legislation in support of the Midlands regional transportation efforts. This national meeting will also be a dynamic opportunity for regional and state leaders to educate themselves on a variety of transportation issues.

To this end, I am respectfully requesting that Richland County Council consider allocating \$5,000 in hospitality funds in support of this important meeting that will attract legislators and transportation experts from throughout the state and region. I thank you for your consideration.

Sincerely,

Ms. Joyce Dickerson, Richland County Council  
National Multi-Modal Transportation Steering Committee

Item# 55

Attachment number 1  
Page 1 of 1

AN ORDINANCE AMENDING THE FISCAL YEAR 2009-2010 ROAD  
MAINTENANCE AND MASS TRANSIT FEE FUND ANNUAL BUDGET TO  
APPROPRIATE OF UNDESIGNATED FUND BALANCE FOR THE REVISED  
TRANSPORTATION STUDY.

# Richland County Council Request of Action

**Subject**

Must Pertain to Items Not on the Agenda



# Richland County Council Request of Action

## **Subject**

- Sewer Extension Work Session
- Smoking Ban Work Session
- Economic Development Strategic Plan Work Session
- Comprehensive Plan Work Session
- Council directs staff to investigate and report the findings on what it would take for qualified fire engine drivers to be able to drive an EMS ambulance in an emergency situation. (Note: This motion is not in any way addressing providing EMS services in the back of the vehicle, it is narrowly focused on driving the vehicle.)  
**[WASHINGTON & MANNING]**