

# **RICHLAND COUNTY COUNCIL DEVELOPMENT & SERVICES COMMITTEE**

Bernice G. Scott  
District 10

Joyce Dickerson  
District 2

Greg Pearce  
District 6

Damon Jeter, Chair  
District 3

Doris Corley  
District 1

*November 28, 2006  
5:00 PM*

**Richland County Council Chambers  
County Administration Building  
2020 Hampton Street**

## **Call to Order**

**Approval of Minutes** – October 24, 2006: Regular Session Meeting [Pages 3 – 5]

## **Adoption of Agenda**

### **I. Items for Action**

**A. Solid Waste Collector Rate Increase & Contract Extension for Service Areas One (Allwaste Services, Inc.) and Three (Southland Sanitation, Inc.)**

[Pages 6 – 8]

**B. Information Technology: Intergovernmental Agreement Between Richland County and Lexington County for Register of Deeds Software Licensing**

[Pages 9 – 15]

**C. Information Technology: Approval of Multi-County MOU for Software Sharing**

[Pages 16 – 28]

**D. Quit Claim Deed for 15' of Right-of-Way on Bluff Oaks Road**

[Pages 29 – 33]

**E. Sewer Line Extension Policy**

[Pages 34 – 36]

**F. Discussion of Correspondence Between Richland County and the City of Columbia Regarding Homelessness**

[Pages 37 – 42]

**G. Midlands Area Consortium for the Homeless Request for Funding (\$5,000)**  
[Pages 43 – 46]

**H. Ordinance to Establish Regulations and Requirements Relating to Smoking of Tobacco Products in the Unincorporated Areas of Richland County**  
[Pages 47 – 76]

**II. Items for Discussion / Information**

**A. December D&S Committee Meeting Date**

**III. Items Pending Analysis**

**A. Town of Eastover Sewer Collection System**  
(Deferred October 24, 2006)

**B. Approval of Construction Contract for the Paving of 2.15 Miles of Dirt Roads in the North Paving Contract**  
(Deferred on June 27, 2006)

**C. Endorsement of Richland County / City of Columbia City-County Steering Committee**  
(Deferred on July 25, 2006)

**Adjournment**

Staffed by: Joe Cronin

**RICHLAND COUNTY COUNCIL  
DEVELOPMENT AND SERVICES COMMITTEE  
October 24, 2006  
5:00 PM**



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

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**Members Present:**

Chair: Damon Jeter  
Member: Bernice G. Scott  
Member: Joyce Dickerson  
Member: L. Gregory Pearce, Jr.

Absent: Doris M. Corley

**Others Present:** Paul Livingston, Valerie Hutchinson, Michielle Cannon-Finch, Milton Pope, Tony McDonald, Roxanne Matthews, Joe Cronin, Larry Smith, Amelia Linder, Stephany Snowden, John Hixon, Andy Metts, Teresa Smith, Jennie Sherry-Linder, Michael Criss, Geo Price, Gary Watts, Daniel Driggers, Monique Walters, Michelle Onley

**CALL TO ORDER**

The meeting was called to order at approximately 5:00 p.m.

**APPROVAL OF MINUTES**

**September 26, 2006 (Regular Session)** – Mr. Jeter moved, seconded by Ms. Dickerson, to approve the minutes as submitted. The vote in favor was unanimous.

**ADOPTION OF AGENDA**

Mr. Smith requested that the committee add the matter of Northeast Landfill vs. Richland County and the South Carolina Department of Health and Environmental Control for Executive Session.

Mr. Pearce moved, seconded by Ms. Dickerson, to add this item as Item F on the agenda. The vote in favor was unanimous.

Mr. Pearce moved, seconded Ms. Dickerson, to approve the agenda as amended.

I. PRESENTATIONS

**Parking Issues at Polo Road Park, Mr. Ron Tryon, President, Columbia United FC Youth Soccer Club** – Mr. Ron Tryon gave a brief overview of the parking concerns on Polo Road for the Columbia FC Youth Soccer matches.

Mr. Pope suggested Mr. Tryon continue to work closely with the Richland County Recreation Commission and have the Recreation Commission assist with a recommended strategy.

Ms. Scott suggested that staff work with the State to address this issue.

II. ITEMS FOR ACTION

**Request to Enter into Negotiations for Solid Waste Contract Extension & Rate Increase (Area 1—Allwaste Services)** – Ms. Dickerson moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

**Town of Eastover Sewer Collection System** – Mr. Christopher Campbell, Mayor of Eastover, made a brief presentation regarding this item. A discussion took place.

Ms. Dickerson moved, seconded by Mr. Pearce, to defer this item until the November committee meeting. The vote in favor was unanimous.

**Request for Waiver to Permit Speed Hump Installation on Village Farm Road** – Ms. Dickerson moved, seconded by Mr. Pearce, to table this item. The vote in favor was unanimous.

**Acceptance of Conservation Easement from Mr. Jim Podell for 10 Acres in the Crane Creek Watershed** – Mr. Pearce moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

**Owens Field Picnic Area** – Ms. Dickerson moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

EXECUTIVE SESSION

**Northeast Landfill vs. Richland County and South Carolina Department of Health and Environmental Control** – Received as information.

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

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**Council went into Executive Session at approximately 5:48 p.m. and came out at approximately 5:57 p.m.**  
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III. ITEMS FOR DISCUSSION/INFORMATION

**GIS Work Session** – Mr. Pope requested that a work session be scheduled before the end of the calendar year.

**IV. ITEMS PENDING ANALYSIS**

**Approval of Construction Contract for the Paving of 2.15 Miles of Dirt Roads in the North Paving Contract (Deferred on June 27, 2006)** – This item is still be analyzed.

**Endorsement of Richland County/City of Columbia City-County Steering Committee (Deferred on July 25, 2006)** – This item is still be analyzed.

**ADJOURNMENT**

The meeting adjourned at approximately 5:59 p.m.

Submitted by,

Damon Jeter  
Chair

The minutes were transcribed by Michelle M. Onley

## Richland County Council Request of Action

**Subject:** Richland County Solid Waste Collector Rate Increase Request & Extension of Contracts

### A. Purpose

County Council is requested to consider a request for approval of a contract rate increase and contract extensions for Allwaste Services, Inc. (ASI) & Southland Sanitation, Inc. (Southland) to provide solid waste collections services for Richland County.

### B. Background / Discussion

Allwaste Services, Inc. & Southland Sanitation, Inc. have requested rate increases in order to continue to provide solid waste collection services to over 26,179 residences in Service Area 1 (15,037) and Service Area 3 (11,142) of Richland County. With the amount time before both contracts expire, it is recommended to extend contract durations and rate increases, if any. This will ensure continued solid waste collection services for Richland County residences in Area 1 & 3.

In addition, Memorial Day will be added as a holiday to both contracts.

The current base rate per residence/area is detailed below with a fuel subsidy at \$2.40/gallon which was recently approved by County Council. In addition, a schedule of the rates for a contract extension forwarded through December 2011 is also included. All rates identified in the contract extensions list include no fuel subsidy unless average monthly prices rise above \$2.40/gallon for diesel fuel.

#### **Allwaste Services, Inc.(Service Area 1)**

<u>Year</u>	<u>Current Contract Rate</u>	<u>Requested Rate Increase</u>
2006	\$10.09/residence	N/A
2007	N/A	\$13.38/residence <i>(Effective Jan. 1, 2007)</i>
2008	N/A	\$13.82/residence
2009	N/A	\$14.30/residence
2010	N/A	\$14.80/residence
2011	N/A	\$15.32/residence

#### **Southland Sanitation, Inc. (Service Area 3)**

<u>Year</u>	<u>Current Contract Rate</u>	<u>Requested Rate Increase</u>
2006	\$9.92/residence	N/A
2007	N/A	\$13.45/residence <i>(Effective Jan. 1, 2007)</i>
2008	N/A	\$13.92/residence
2009	N/A	\$14.41/residence
2010	N/A	\$14.91/residence
2011	N/A	\$15.43/residence

Additionally, fees increase for backyard service equal to 2.5 times the curbside rate. This is an attempt to discontinue the subsidizing of backyard residences by the curbside residences included within the service area. Communities which request the higher level of service should bear the entire cost of the higher level of service. The current rate for backyard is 1.95 times the curbside rate.

### **C. Financial Impact**

If the rate increase is approved, the projected financial impact to the Solid Waste Collection Budget would be the following *additional expenditures* through the remainder of contract period.

#### Allwaste Services, Inc.

\$265,900 for the FY 2007 Budget (6 months),  
\$550,413 for the FY 2008 Budget (12 months),  
\$570,000 for the FY 2009 Budget (12 months),  
\$590,000 for the FY 2010 Budget (12 months),  
\$610,650 for the FY 2011 Budget (12 months), and  
\$316,100 for the FY 2012 Budget (6 months).

#### Southland Sanitation, Inc.

\$206,165 for the FY 2007 Budget (6 months),  
\$426,800 for the FY 2008 Budget (12 months),  
\$441,750 for the FY 2009 Budget (12 months),  
\$457,220 for the FY 2010 Budget (12 months),  
\$473,250 for the FY 2011 Budget (12 months), and  
\$245,000 for the FY 2012 Budget (6 months).

Approval of this request will require total adjustments of \$472,065 for the contractor's FY 2007 Solid Waste Collections purchase orders.

### **D. Alternatives**

1. Approve the contract extension and rate increase to Allwaste Services, Inc and Southland Sanitation, Inc for Solid Waste Collection Contracts for Service Areas 1 & 3, respectively. Also approve adjusting the contractor's FY 2007 Purchase Orders accordingly.
2. Do not approve the rate increase for Solid Waste Collection Contracts for Service Areas 1 & 3.

### **E. Recommendation**

Alternative 1 is recommended.

**Recommended by:** Teresa C. Smith, P.E.    **Department:** Public Works    **Date:** 11/13/2006

## F. Reviews

### Finance

Reviewed by: Daniel Driggers

Date: 11/22/06

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: No budget amendment required

### Legal

Reviewed by: Amelia Linder

Date: 11/22/06

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Both alternatives appear to be legally sufficient; therefore, this request is at the discretion of County Council.

### Administration

Reviewed by: Tony McDonald

Date: 11/22/06

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the contract renewals according to the terms outlined above. Funds have been included in the FY 07 Solid Waste budget for the increased costs.



## Richland County Council Request of Action

**Subject:** Intergovernmental Agreement between Richland and Lexington Counties for ROD system

### **A. Purpose**

County Council is requested to approve this Intergovernmental Agreement (IGA) between Richland County and Lexington County to permit Richland County to license its proprietary ROD software system to Lexington County for a fixed price of \$45,000.

This IGA is intended to be pursuant to the Multi-County MOU for the joint development and use of new software systems and the permitted use of each Party's solely owned software systems.

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

The Richland County IT Department has developed a start-of-the-art software system for the Register of Deeds office. Lexington County desires to pay Richland County \$45,000 for a license to use Richland's ROD system.

Both counties wish to execute this IGA under the terms set forth by the Multi-County MOU that was submitted to Richland County Council for approval.

### **C. Financial Impact**

- Cost to Richland County would be zero.
- Revenue to Richland County would be \$45,000.

### **D. Alternatives**

1. Approve the IGA to license Richland's proprietary ROD software system to Lexington County for \$45,000.
2. Do not approve the IGA.

Option 2 would cause Richland County to forfeit an opportunity to gain \$45,000 in revenue.

### **E. Recommendation**

It is recommended that Council approve the IGA to license Richland's proprietary ROD software system to Lexington County for \$45,000.

**Recommended by:** Janet Claggett      **Department:** IT      **Date:** 11/15/06

## F. Reviews

### Finance

Reviewed by: Daniel Driggers

Date: 11/20/06

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend that approval be contingent upon the completion of the Multi-County MOU for Information Technology by both Counties.

### Legal

Reviewed by: Amelia Linder

Date: 11/20/06

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Administration

Reviewed by: Tony McDonald

Date: 11/20/06

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the Inter-governmental Agreement as proposed.

## Intergovernmental Agreement and Software License Register of Deeds Line of Business Software System

Date:  
User's Name:  
Address:  
City/State:  
Phone:  
Email:

### TERMS AND CONDITIONS

THIS INTERGOVERNMENTAL AGREEMENT is made as of the date set forth above between the County of Richland (hereinafter referred to as "RICHLAND") and the County of Lexington (hereinafter referred to as "LEXINGTON") and pursuant to the Memorandum of Understanding (MOU) between Anderson, Charleston, Lexington, Richland and Sumter Counties for the joint development and use of new software systems and the permitted use of each Party's solely owned software systems.

Whereas, RICHLAND is the sole owner of the Register of Deeds Line of Business Software System delivered under this agreement (hereinafter referred to as "**ROD SYSTEM CODE**") with the right to license and distribute the **ROD SYSTEM CODE**; and

Whereas, LEXINGTON desires a license to use the **ROD SYSTEM CODE** and RICHLAND desires to grant such a license to LEXINGTON for the sole purpose of permitting LEXINGTON to use the **ROD SYSTEM CODE** in its business activity according to the following restrictions and obligations, and

Whereas, expected benefits of this Agreement are consistent with the benefits identified in the aforementioned MOU, Section 3., as well as with the intention to allow one government entity to help another government entity reduce costs for similar services provided;

NOW, THEREFORE, in consideration of these premises, the mutual covenants set forth herein, the parties agree to the following terms and conditions:

### ARTICLE 1. LICENSE GRANT; RIGHTS AND RESPONSIBILITIES

- 1.1 The County of Richland, through their Information Technology Department and Register of Deeds Office, in cooperation with the County of Lexington, through their Information Services Department and Register of Deeds Office, has developed software to support the business operations and online presentation of information for the Register of Deeds Office of their respective counties. System features include, but are not limited to, the receipt, recording, electronic storage, and access of documents and records related to property transactions, image and web-enabled, with GIS integration, and it is the intent that it shall be fully integrated with computer assisted mass appraisal software in the future, all of which is more fully set forth in the GAP analysis for Lexington County RFP and Richland system which is attached hereto and included herein as an exhibit.
- 1.2 The Parties agree that the copyright and all other rights related to the **ROD SYSTEM CODE**, in whatever form, including but not limited to the source code, the object code and user documentation, are vested in RICHLAND.
- 1.3 RICHLAND herewith agrees to grant to LEXINGTON a perpetual, nonexclusive, nontransferable license to use, copy and make modifications of the **ROD SYSTEM CODE**, including the source code, the object code and the user documentation exclusively for the purpose defined herein and subject to the conditions stated herein.
- 1.4 LEXINGTON shall be solely responsible for decisions regarding the **ROD SYSTEM CODE's** suitability for LEXINGTON'S planned use, the installation of the **ROD SYSTEM CODE**, any data conversion, system maintenance, and the provision of training to its employees pursuant to industry standards and the provided documentation.

- 1.5 In consideration for the license granted by RICHLAND under this Agreement, LEXINGTON shall pay a license fee of \$45,000, said fee to be payable after the execution of this Agreement, the acceptance by LEXINGTON of the **ROD SYSTEM CODE** in the production mode and the deliverables listed below, and the presentation of an invoice by RICHLAND.
  - 1.5.1 Deliverables
    - 1.5.1.1 Software. RICHLAND shall provide LEXINGTON one executable copy of the **ROD SYSTEM CODE's** computer program, including source code and object code.
    - 1.5.1.2 Documentation. RICHLAND shall provide LEXINGTON one copy of the most current available documentation to be used for official county uses only.
  - 1.5.2 Time of Delivery.
    - 1.5.2.1 The **ROD SYSTEM CODE** shall be in production and the deliverables in the possession of LEXINGTON by November 1, 2006.
- 1.6 LEXINGTON shall not disclose, lease, sell, distribute, make, transfer, or assign the ROD SYSTEM CODE or this Agreement to anyone, including any subsidiaries, affiliated entities or third parties, or engage in any other transaction which has the effect of transferring the right of use of all or part of the ROD SYSTEM CODE, without the express written consent of RICHLAND. {Combined 1.6 and 3.1 (b)}

## ARTICLE 2. REPRESENTATIONS AND WARRANTIES

- 2.1 Limited Warranty
  - (A) RICHLAND shall make reasonable efforts to deliver **ROD SYSTEM CODE** in the format requested by LEXINGTON.
  - (B) RICHLAND shall make full disclosure to LEXINGTON, to the best of RICHLAND'S knowledge, of all system requirements, technical configurations, architecture, and related system features, and shall assist LEXINGTON in its evaluation that the ROD SYSTEM CODE will perform as required by the LEXINGTON ROD, and RICHLAND warrants that such disclosure and assistance shall be done prior to transfer such that LEXINGTON will have the information necessary to independently operate and/or modify the system in the future.
  - (C) RICHLAND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
  - (D) The entire risk as to the uses, results, or performances of **ROD SYSTEM CODE** is assumed by LEXINGTON.
  - (E) LEXINGTON agrees to seek legal advice regarding the use of the **ROD SYSTEM CODE** and any information which may be acquired through its use, and agrees to use the **ROD SYSTEM CODE** in a manner consistent with all applicable laws, rules and regulations.
- 2.2 The execution, delivery and performance of this Agreement are within LEXINGTON'S and RICHLAND'S power and authority, and LEXINGTON and RICHLAND has duly authorized, executed, and delivered such Agreements and have taken or will take all action necessary to carry out and give effect to the transactions contemplated by the Agreement.

## ARTICLE 3. USE AND MODIFICATION

- 3.1 Restrictions on Use
  - (A) LEXINGTON is authorized to use the **ROD SYSTEM CODE** for automating the business processes of the Register of Deeds Office and making available over the LEXINGTON web site, public information maintained by the Register of Deeds Office in the manner it determines using its sole discretion.
- 3.2 Modifications
  - (A) LEXINGTON shall have the right to modify the software licensed hereunder in any manner necessary to achieve its intended use.
  - (B) LEXINGTON shall inform RICHLAND of any mistakes, errors or inaccuracies which are identified in the ROD SYSTEM CODE.

- (B) The Parties agree to make good faith reasonable efforts to work together to make desired changes and enhancements to the software or to correct any errors discovered. It is the responsibility of each party to determine the fitness of use for a particular purpose of such enhancements and/or modifications.
- (A) Each Party agrees to notify the other of the creation of any modifications of the ROD SYSTEM CODE which is based on or derived from the **ROD SYSTEM CODE**, or which incorporates any element of the **ROD SYSTEM CODE** and hereby grants to the other a royalty-free and non exclusive license to use such modifications of the **ROD SYSTEM CODE**.
  - i. LEXINGTON shall ensure that all copies and modifications of the **ROD SYSTEM CODE** shall contain in full the copyright statement which is included in the **ROD SYSTEM CODE**.
  - ii. RICHLAND shall maintain a consolidated electronic file accessible to LEXINGTON of all modifications created by the Parties.

#### ARTICLE 4 RELEASE AND INDEMNIFICATION

- 4.1 Each party shall be responsible for its own liability from all claims, costs, damages, or expenses of any kind, including attorneys' fees and other costs and expenses of litigation, for personal or property damage arising out of that party's performance required by this agreement. It is the intent of this section that each party assume any and all liability for its respective data and products.
- 4.2 RICHLAND shall not be liable for any activity involving the DATA with respect to the following:
  - (A) Lost profits, lost savings or any other consequential damages.
  - (B) The fitness of the **ROD SYSTEM CODE** for a particular purpose.
  - (C) The installation of **ROD SYSTEM CODE**, its use, or the results obtained.
- 4.3 RICHLAND shall not be liable for indirect, special, incidental, compensatory, or consequential damages or third party claims resulting from the use of **ROD SYSTEM CODE**, even if they have been advised of the possibility of such potential loss or damage arising from LEXINGTON'S use of the system.
- 4.4 Richland and Lexington County agree to exercise their best efforts to provide timely notification to the other of any actual or potential third-party claim or cause of action associated with the operation of the ROD SYSTEM CODE.

#### ARTICLE 5 MISCELLANEOUS

- 5.1 Invalidity/Severability. To the extent that any provision of this Agreement is determined to be in contradiction of, or in conflict with the Code, any State law, or any regulation, the Code, State law or regulation shall control. The provisions of this agreement are severable, and to the extent that the remaining sections may operate to govern the intent of the parties should a section be deemed invalid, the remaining sections shall continue in force and of effect.
- 5.2 Entire Agreement. This INTERGOVERNMENTAL AGREEMENT contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement or promise made by any party hereto, which is not contained herein, shall be binding or valid.
- 5.3 Problem/Dispute Resolution. Pursuant to the MOU mentioned above for the joint development and sharing of software systems, problems and/or disputes arising from the implementation of this Agreement shall be referred to the Program Management Group authorized therein for assistance and guidance in resolving such problems and/or disputes. Nothing herein, however, shall preclude any party from seeking any legal remedy available at law if such disputes and/or problems are not satisfactorily resolved by the Program Management Group.
- 5.4 Governing Laws. This Agreement is made under and shall be construed in according with the laws and regulations of the State of South Carolina. By executing this Agreement, the parties agree to submit to the jurisdiction the Courts of South Carolina for all matters arising hereunder.
- 5.5 Termination.

Either party may terminate this Agreement with 180 days written notice, or upon the breach by the other party of any duty, term or condition of this Agreement. Upon such termination for breach of this Agreement, the terminating party shall give written notice to the breaching party of its intent to terminate.

5.5.1 Use of Software After Termination

5.5.1.1 LEXINGTON shall continue to have the usage rights to the **ROD SYSTEM CODE** after termination of this Agreement and shall continue to be bound by the copyright and licensing restrictions contained herein.

5.6 Waiver; Modification. Failure of either party to enforce any provision of this Agreement does not constitute the party's continuing waiver of that provision, any other provision, or of the entire Agreement. The rights and duties under this agreement shall not be modified, delegated, transferred or assigned, except upon the written-signed consent of the parties.

5.7 Notices. Any notice required or permitted under this Agreement shall be in writing and deemed given when:

5.7.1 Actually delivered, or

5.7.2 Three days after deposit in United States certified mail, postage prepaid, addressed to the other party at their last known address.

WITNESS the hands and seals of the parties this day and date first above written:

And approved by Lexington County Council on \_\_\_\_\_ of \_\_\_\_\_, 2006.

And approved by Richland County Council on \_\_\_\_\_ of \_\_\_\_\_, 2006.

Richland County

Lexington County

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## **Richland County Council Request of Action**

**Subject:** Approval of Multi-County MOU for Software Sharing

### **A. Purpose**

County Council is requested to approve a multi-county Memorandum of Understanding that provides for the sharing of software systems that were developed by one or more of the respective IT departments and for which the respective county (or counties) owns the copyright.

No costs are associated with this MOU, and each software system to be shared will have a corresponding Intergovernmental Agreement (IGA) that may or may not carry a financial impact.

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

County governments in South Carolina share many common technology needs. They also share many geographic features, infrastructure systems, and cultural amenities that affect public services. State statutes and regulations establish many common requirements that impact the operations of the county governments within state boundaries. Thus, sharing software systems is an ideal area where county governments can help each other reduce costs and enhance their operations.

The initial driving force behind this MOU was Lexington County's desire to pay Richland County for the right to use the ROD software system that was developed by the Richland County IT Department. The second driving force was when the counties of Richland, Lexington, Sumter, and Anderson started to have meetings to plan for the joint development of a Computer Assisted Mass Appraisal (CAMA) system for their respective Assessors. The intent is for each county to receive a state-of-the-art CAMA system for about a fourth of the traditional cost. Charleston County is also interested in Richland's ROD system. And Richland is interested in Lexington's software system for the Planning Department.

There are currently five counties who desire to belong to this consortium and who intend to go before their respective Councils to request permission. Other counties are watching closely and have expressed interest. The five counties share complementary IT skillsets that will enhance this partnership. It is the intent and expectation of the five counties in executing this MOU that it will provide significant benefits in operational excellence and cost savings to the citizens.

No costs are associated with this MOU, and each software system to be shared will have a corresponding Intergovernmental Agreement (IGA) that may or may not carry a financial impact.

### **C. Financial Impact**



There would be lost revenue if not approved. Lexington County has budgeted \$45,000 to pay Richland County for the right to use Richland County's ROD system.

**D. Alternatives**

1. Approve the Multi-County MOU to permit the sharing of software systems
2. Do not permit the sharing of software systems

Option 2 would cause Richland County to forfeit an opportunity to gain \$45,000 in revenue.

**E. Recommendation**

It is recommended that Council approve the Multi-County MOU to permit Richland to participate in, and benefit from, the sharing of software systems.

**Recommended by:** Janet Claggett      **Department:** IT      **Date:** 11/15/06

**F. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 11/20/06

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Amelia Linder

Date: 11/20/06

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Administration**

Reviewed by: Tony McDonald

Date: 11/20/06

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the MOU as proposed. This will provide for a creative, efficient, low cost way for counties to share software systems.

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**Memorandum of Understanding  
Between  
The County of Lexington, SC  
And  
The County of Richland, SC  
And  
The County of Sumter, SC  
And  
The County of Charleston, SC  
And  
The County of Anderson, SC**

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**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is entered into and effective the last date executed below by and between the County of Lexington, with its principal offices located at 212 South Lake Drive, Lexington, South Carolina 29072 and the County of Richland, with its principal offices located at 2020 Hampton, Columbia, South Carolina 29204, and the County of Sumter, with its principal offices located at 13 East Canal Street, Sumter, SC 29150, and the County of Charleston, with its principal offices located at 4045 Bridge View Drive North Charleston, SC 29405-7464, and the County of Anderson, with its principal offices located at 101 S Main St, Anderson, SC 29624.

**1. PURPOSE**

The purpose of this MOU is to outline the general terms and conditions of the agreement between the parties for the joint development and ownership of new software systems and the permitted use of each party's solely owned software systems. Such software systems are listed in the Schedule of Systems attached hereto and are incorporated herein by reference as Exhibit A, which may be amended or supplemented by the parties. The specific terms and conditions of the agreement between the parties shall be more fully described in intergovernmental agreements to be signed by the parties prior to implementation of the within described projects.

The jointly developed software systems will be developed for the mutual benefit of the parties, and shall be jointly owned. Such jointly owned systems may be jointly or solely enhanced, modified, and / or upgraded to remain functional as underlying technologies advance.

The solely owned software systems will be shared for the mutual benefit of the parties. Such solely owned systems may be jointly or solely enhanced, modified, and / or upgraded to remain functional as underlying technologies advance.

Distribution, dissemination, or disclosure of the systems covered by this agreement or any part thereto shall be prohibited except as provided in this MOU and any other related agreements.

**2. SCOPE/DURATION**

The signators to this MOU desire to initiate and maintain a long-term relationship that will provide for long-term sustainability, viability, and functionality of the software systems described herein, including future systems that may broadly fall under the intent of this MOU.

The term of this agreement shall be effective the last date executed below and ending at such time as the parties execute a replacement agreement or until a party terminates its participation in the MOU by providing written notice to the other parties at least sixty days prior to the desired date of termination.

### **3. EXPECTED BENEFITS OF MOU**

The parties are jurisdictions that share many geographic features, infrastructure systems, and cultural amenities that affect public services. State statutes and regulations establish many common requirements that impact the operations of the county governments within state boundaries. The parties have identified a commonality of need and approach, as well as complementary skillsets that warrant this partnership. It is the intent and expectation of the parties in executing this MOU that it provide significant benefits in operational excellence and cost savings to the citizens of the parties.

### **4. SERVICES AND DELIVERABLES**

The services and deliverables to be provided under this MOU are intended to include, at a minimum, the following:

- Services: Project Organization, Management, Training, Sustainability, Accountability

The IT department heads of the charter members of the respective parties shall comprise the Program Management Group and will determine the membership of project work groups to collaborate on activities such as joint development, project management, implementation, training, and long-term sustainability. The Program Management Group shall meet at least once per quarter.

Services shall include high-level project monitoring and management reports to provide a process of accountability to the respective County Administrators.

- Deliverables: Software System Components

The deliverables shall consist of the components to develop software systems listed in the Schedule of Systems attached hereto and incorporated herein by reference as Exhibit A, which may be amended or supplemented by the parties. Such deliverables may include but are not limited to: Project Initiation (Service Plan); Planning (Requirements Definition; Project Plan; Financial Plan and Budget); Transition (Knowledge Transfer Plan and Schedule, Infrastructure Plan & Schedule, Scope Control; Checklist Audit); Operation (Service Delivery and Support Plan; Operations Plan Implementation; System Information Distribution); Controlling (IT Service Management Metrics); Closing (Administrative Closure for the Project Phase); Technical Currency and Support (Version Management, Patch Management, Helpdesk).

### **5. RESPONSIBILITIES OF THE PARTIES**

#### **Resources**

For joint development projects, the parties shall sign intergovernmental agreements that provide for the sharing of project expenses.

For the sharing of solely owned systems, the parties shall determine the proposed resource allocation and/or negotiated price in separate intergovernmental agreements.

Upon signed approval of the respective County Administrators, Exhibit A section II shall be amended to include the referenced shared systems.

**B. Single Point of Contact**

The respective IT directors of each party shall serve as the single point of contact for the others to obtain all necessary approvals and direction and to prioritize the services and activities required for obtaining the agreed upon services and deliverables herein.

**C. Office Space and Equipment**

Each party shall provide to the other reasonable and available office/meeting/training space, telephone access, and available data services, and access to standard office equipment (i.e., copy machine, printer, etc.) as may be required to perform the services set forth hereunder.

**D. Training**

The cost of additional technical or professional training required by the development staff of the respective parties shall be paid for or supplied by the entity that employs said staff. The cost of such training, if agreed to by the Program Management Group may be considered as a cost contribution to the project if done primarily to achieve the objectives of the MOU.

Anticipated initial user staff training (including testing, “model office,” and cutover training) shall be included in the project plans for the systems developed and shall be considered as part of the project cost as detailed in the intergovernmental agreement budgets for each project. Training of additional user staff by “Super Users” trained under the “Train the Trainer” concept shall be used to the maximum extent and shall not be considered as project costs for project budget purposes.

**E. Travel and Lodging**

Employing party will provide at its own expense any travel by its employees within the state of South Carolina of either party. Travel outside the state of South Carolina under this MOU may be deemed a project expense if pre-approved by the Program Management Group. Reimbursement to the employee for travel shall be done by the employing party subject to its travel policies and procedures.

**F. Reporting**

The status of activities and deliverables related to this MOU shall be disclosed in writing in a timely manner through progress reporting by the appropriate project manager, reporter or work group leader that will be submitted to all the parties and the Program Management Group.

**G. Confidentiality and Non-Disclosure**

1. Confidential Information. The parties agree that their security and technical environments comprise highly sensitive and confidential information, and agree to treat all such information with the most stringent confidentiality. The parties also agree to define the solely owned software systems of the other party as confidential information.
2. Nondisclosure of Confidential Information. The parties shall not disclose any Confidential Information to any person or entity except employees or agents of the parties who have a need to know and who have been informed of and agree to abide by the party's obligations under this agreement. All parties shall use not less than the same degree of care to avoid disclosure of Confidential Information as parties use or would use for their own confidential information of like importance and, at a minimum shall exercise reasonable care. All rights and obligations under this MOU shall survive the expiration or termination of this or any other agreement between all parties.

**H. Further Assurances**

The parties hereto may execute such further documents and perform such further acts as are necessary to comply with the terms of this MOU and consummate the transactions herein provided, subject to the normal review / approval processes established by law and policy. Actions anticipated by this section shall relate directly to the purposes of this MOU and approval of such shall not be unreasonably withheld.

**I. Assignment**

The rights and obligations hereunder are personal to the parties and shall not be sublicensed, assigned, mortgaged, or otherwise transferred or encumbered by the parties or by operation of law unless otherwise previously agreed to in writing by each party hereto.

***J. POLICIES AND PROCEDURES OF THE PROGRAM MANAGEMENT GROUP***

The Program Management Group shall adopt policies and procedures related to the purpose of this MOU to guide the participation of project work groups, the management of source code, the responsibilities for handling helpdesk calls and known defects and other activities related to project operations.

**6. EXPENSES**

**A. Budget/Expenses**

Each party hereby shall agree to the project budget of anticipated project expenses established in the intergovernmental agreements. There shall be no deviation from the

budget without a written change order as provided for herein. Project charges shall include all tariffs, taxes, fees, and other assessments imposed from time to time by any federal, state, or local governments. The project budget shall be arranged by fiscal year, to facilitate reconciliation to the annual plan of action of each county. In addition, the parties may contribute in-kind services and support of joint development efforts through the allocation of existing staff hours according to the schedule determined and approved by the Program Management Group as a part of, in addition to, or in lieu of all or part of each party's share of project / activity cost.

**B. Modification / Change Orders**

Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing and signed by the respective parties. All change orders that would increase the project budget must be signed by the County Administrators of the respective counties; provided, however, that all change orders that would not increase the project budget may be signed by the Program Management Group.

**C. Invoices / Time of Submission & Payment**

If any budgeted cost is incurred by one party that is to be reimbursed and/or shared by the other party or parties, then the party incurring the cost shall invoice the other party or parties within **60** days of incurring such cost(s). Upon receipt of an invoice in the form and with the content and supporting documentation prescribed, the receiving party or parties shall make payment of its respective share of the obligation within 30 days.

**D. Place of Invoice Submission**

Invoices shall be submitted to the IT directors of the respective parties as follows:

Attn: Jim Schafer Director Information Services Dept.  County of Lexington 212 South Lake Drive Lexington, SC 29072	Attn: Pylisha Ward Director Information Technology Dept.  County of Sumter Email electronic invoice to <a href="mailto:pward@sumtercountysc.org">pward@sumtercountysc.org</a>	Attn: Janet Claggett Chief Information Officer Information Technology Dept.  County of Richland Email electronic invoice to <a href="mailto:cio@rcgov.us">cio@rcgov.us</a>
Attn: Connie Berardinis Chief Information Officer Information Technology Dept.  County of Charleston 4045 Bridge View Drive Suite B-331 North Charleston, SC 29405-7464 <a href="mailto:cberardinis@charlestoncounty.org">cberardinis@charlestoncounty.org</a>	Attn: Gail King Manager Information Services Dept.  County of Anderson  Email electronic invoice to: <a href="mailto:gking@andersoncountysc.org">gking@andersoncountysc.org</a>	

**7. INTELLECTUAL PROPERTY RIGHTS**

Consistent with the purpose of this MOU as specified herein, each of the parties agrees not to assert any rights which could prevent any party hereto from using, for each party’s individual operations, the deliverables under this agreement. In the event of the termination of this MOU for any reason, the parties will endeavor to find arrangements and reasonably cooperate to keep operational the then-current versions of any deliverables that are in operation for as long as reasonably feasible to do so.

**A. Ownership of Intellectual Property**

The jointly developed software systems shall be jointly owned with a jointly shared copyright and may be jointly or solely enhanced, modified, and / or upgraded and such modifications shall not change the joint ownership and joint copyright status.

The solely owned software systems shall remain solely owned and may be jointly or solely enhanced, modified, and / or upgraded and such modifications shall not change the sole ownership and sole copyright status.

**B. Distribution**

Each party agrees to not sell, distribute, or host for a third party the jointly owned software systems unless it has written permission from the Program Management Group. Such permission shall not be unreasonably withheld.

Each party agrees to not sell, distribute, or host for a third party the solely owned software systems of the other party unless it has written permission from the other party. Each party further agrees to exercise the most stringent safeguards in protecting the property rights of the other party, to include regulation of potential “hosting” arrangements.

Each party may sell, license, host, or distribute its own solely owned software systems without acquiring permission from the other party.

**C. Source Code**

Each party shall be permitted to have a copy of the most recent source code and documentation and related derivatives of the jointly owned and solely owned software systems covered as provided in the intergovernmental agreements. This includes all enhanced, modified, or upgraded versions thereunder for all deliverables specified in Exhibit A that are provided **throughout the term of this agreement (emphasis added)**. Distribution of source code, documentation, and related components and derivatives is restricted as defined in the intergovernmental agreements. Should this MOU be terminated or any charter member withdraw from participation, the party or parties to any intergovernmental agreement associated with a system shall retain any ownership and/or usage rights and responsibilities extant under the agreement at the time of said termination.

**D. Licensing**

All parties to this MOU agree that ownership of the software systems listed in Exhibit A and /or modifications to or derivative works thereof, and/or work that represent improvements will be shown in Exhibit A. Each of the parties agrees that other jurisdictions in South Carolina may be licensed to have and use the jointly owned software and documentation of such systems (such as user guides and reference manuals) under licensing terms and conditions agreed to by the parties and as approved by the Program Management Group, which approval is not to be unreasonably withheld.

**E. Revenue Sharing**

For the jointly owned software systems that are subsequently licensed to additional parties, any revenues received from such licensing shall either be equally shared among all copyright owners to this MOU, or shall be set aside to offset future joint system costs, and such decision shall be a written agreement between the copyright owners in the intergovernmental agreements.

**8. WARRANTIES & LIABILITIES**

**A. Warranties and Liabilities.**

Issues of Warranty and Liability will vary among the various projects anticipated to be accomplished through this MOU and will be addressed in the individual Intergovernmental Agreement governing each project.

**B. Intended Beneficiaries.**



The parties to this MOU are the only intended beneficiaries of this document and the deliverables listed in Exhibit A shall not be considered public domain. Nothing contained herein shall be construed to infer any benefit to any additional party or limit any Constitutional statutory or common law immunity of any party herein.

## **9. BREACH / WAIVER**

Issues of Breach of Contract and Waiver will vary among the various projects anticipated to be accomplished through this MOU and will be addressed in the individual Intergovernmental Agreement governing each project.

**10. SEVERABILITY**

If any term or provision of this MOU is found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said MOU shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable therefrom.

**11. WHOLE AGREEMENT**

This MOU constitutes the entire agreement between the parties; and supersedes any and all prior discussions, representations, negotiations, correspondence, writings and other agreements; and together states the understanding and agreement between the parties with respect to the services and deliverables identified herein; may be amended or modified only in writing, agreed to and signed by the parties; and shall be deemed to have been entered into and executed in the State of South Carolina and shall be construed, performed and enforced in all respects in accordance with the laws of that State.

**THEREFORE**, signatories hereunder warrant and declare that they are duly authorized to execute this MOU by virtue of their position and title and are signing on behalf of their respective entity by virtue and strength thereof, or of resolution duly considered and passed by a duly authorized and constituted authority or body of their respective entity, and that, furthermore, it is stipulated and agreed by the parties that this MOU shall be binding upon their respective entity, officers, employees, agents, affiliated organizations and their heirs, successors and assigns of each.

<p><b>COUNTY OF LEXINGTON</b></p> <p>_____ (AUTHORIZED SIGNATURE)</p> <p>_____ (Name)</p> <p>_____ County Administrator</p> <p>_____ (Date)</p>	<p><b>COUNTY OF RICHLAND</b></p> <p>_____ (AUTHORIZED SIGNATURE)</p> <p>_____ (Name)</p> <p>_____ (Title)</p> <p>_____ (Date)</p>
<p><b>COUNTY OF SUMTER</b></p> <p>_____ (AUTHORIZED SIGNATURE)</p> <p>_____ (Name)</p> <p>_____ (Title)</p> <p>_____ (Date)</p>	<p><b>COUNTY OF CHARLESTON</b></p> <p>_____ (AUTHORIZED SIGNATURE)</p> <p>_____ (Name)</p> <p>_____ (Title)</p> <p>_____ (Date)</p>
<p><b>COUNTY OF ANDERSON</b></p> <p>_____ (AUTHORIZED SIGNATURE)</p> <p>_____ (Name)</p> <p>_____ (Title)</p> <p>_____ (Date)</p>	

## **Exhibit A**

## **Schedule of Systems**

This list of software systems as defined herein may be amended upon the signed approval of the County Administrators of all parties covered by this MOU and shall be governed more specifically by intergovernmental agreements adopted and/or amended with the approval of the chief executive officer of each participating county, provided that such intergovernmental agreements and amendments thereto are consistent with this MOU and any amendments thereto.

### **I. Jointly Owned Software Systems**

- Computer Assisted Mass Appraisal (CAMA). Copyright jointly owned by Lexington County, Richland County, Sumter County, Anderson County. System features include, but are not limited to, the identification and valuation of property for ad valorem tax purposes, seamless GIS integration, imaging and web-enabled, fully integrated with the ROD and Webtrax systems.
- Integration modules that provide support for the integration of the ROD and CAMA and Webtrax Permitting and Project Tracking systems as well as other potential property related transaction systems in the future.
- Additional software systems that parties agree to jointly develop upon signed approval of the County Administrators.

### **II. Solely Owned Software Systems**

- Register of Deeds (ROD). Copyright retained by Richland County, SC. System features include, but are not limited to, the receipt, recording, electronic storage, and access of documents and records related to property transactions, image and web-enabled, with GIS integration, and fully integrated with CAMA.
- WebTrax Permitting and Project Tracking. Copyright retained by Lexington County, SC. System features include, but are not limited to, the collection and processing of information related to and supporting the delivery of various services in support of property development, preservation and conservation as well as the delivery of property-related services associated with transportation, drainage, health and safety, web-enabled, with GIS integration, and fully integrated with CAMA.
- Additional software systems that parties agree to share upon signed approval of the County Administrators.

## Richland County Council Request of Action

**Subject:** Quitclaim of Right-of-Way Acquired for Proposed Road Construction – Bluff Oaks Road South Contract

### **A. Purpose**

County Council is requested to approve the execution of a quitclaim deed for a 15' wide portion of property that was obtained as Right-of-Way (R/W) for the proposed improvement/road paving project on Bluff Oaks Road. This road was to be part of the "South Paving" project.

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

This request was originally presented to the D & S Committee on July 25, 2006 as a request to quitclaim the right-of-way to Wardell Wallace. First reading of the ordinance was given on September 12, 2006. Second reading was given on September 19, 2006. Third reading and a public hearing were scheduled for October 17, 2006, but by that time Wardell Wallace had died, and the ordinance was tabled.

As a reminder from the previous Request of Action: "As a standard operating procedure, the County does not typically condemn property need for our Road paving program. We are quitclaiming the R/W, in this case, because no other property owners on this Road would agree to provide the R/W needed for road construction. Therefore, the project could not go forward, and making this the single portion of R/W obtained along this road, unnecessary."

The heirs of Wardell Wallace have now been identified as Janice Juanita Newbold-Molden and Albert Wallace, and they and their attorney have strongly requested that the County divest itself of any interest it has in the property.

### **C. Financial Impact**

There will be no negative impact to our road construction "C" fund program. In addition, this may assist in constructing roads where they are wanted and may allow us to do some other roads, that we could not before, due to budget limitations.

There is no financial impact associated with this request.

### **D. Alternatives**

1. Approve the request to quitclaim the 15' R/W obtained on the tract identified as TMS 16103-04-01 and further described in the attached Quitclaim Deed.
2. Do not approve the request to quitclaim the 15' R/W.

**E. Recommendation**

It is recommended that Council approve the request to quitclaim the 15' R/W to Janice Juanita Newbold-Molden and Albert Wallace.

**Recommended by:** Staff                      **Department:** Legal                      **Date:** 11/14/06

**Previously recommended by:** Howard Boyd, P.E.   **Department:** Public Works  
**Date:** 7/11/06

**F. Reviews**

**Finance**

Reviewed by: Daniel Driggers                      Date: 11/20/06  
✓ Recommend Council approval                       Recommend Council denial  
Comments regarding recommendation:

**Legal**

Reviewed by: Amelia Linder                      Date: 11/20/06  
✓ Recommend Council approval                       Recommend Council denial  
Comments regarding recommendation:

**Administration**

Reviewed by: Tony McDonald                      Date: 11/20/06  
✓ Recommend Council approval                       Recommend Council denial  
Comments regarding recommendation: Recommend approval of the revised quit-  
claim deed as described above.

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-07HR

AN ORDINANCE AUTHORIZING QUIT-CLAIM DEED TO JANICE JUANITA NEWBOLD-MOLDEN AND ALBERT WALLACE FOR A CERTAIN PORTION OF A RIGHT-OF-WAY KNOWN AS BLUFF OAKS ROAD, RICHLAND COUNTY.

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. 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 portion of a right-of-way known as Bluff Oaks Road, Richland County, to Janice Juanita Newbold-Molden and Albert Wallace, 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 \_\_\_\_\_, 2006.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Anthony G. Mizzell, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2006.

\_\_\_\_\_  
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:

Grantee's address:  
4847 Bluff Road, Columbia, South Carolina

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

THIS QUIT-CLAIM DEED, is made by **Richland County, South Carolina**, (hereinafter "Grantor"), to **Janice Juanita Newbold-Molden and Albert Wallace**, (hereinafter "Grantee"). (Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, successors, assigns, legal representatives, and corporations wherever the context so permits or requires).

WITNESSETH, that the said Grantor, for and in consideration of the sum of Five Dollars (\$5.00) and other valuable consideration, in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and quit-claim unto Grantee, their heirs and assigns, forever, all the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Richland, State of South Carolina, to wit:

A portion of that tract identified on the Richland County Tax Map as TMS 16103-04-01 and lying within 15 feet left of the centerline of a newly aligned Bluff Oaks Road and running from existing right of way of Bluff Road approximate survey station 2+61, being 2850 square feet.

This being the same property purported to have been conveyed to Richland County, South Carolina by that document dated May 24, 2005, and recorded in the land records of Richland County on June 1, 2005, in Book 01058 at page 2476.



TO HAVE AND TO HOLD the same together with all and singular the appurtenances and improvements thereunto belonging or in anywise appertaining, in all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, to Grantee, their heirs and assigns, forever.

WITNESS their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

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

\_\_\_\_\_  
Richland County, South Carolina  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

STATE OF SOUTH CAROLINA     )  
   )  
COUNTY OF RICHLAND             )

**PROBATE**

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the with-named Richland County, South Carolina, by and through the above-named natural person having authority to execute this document for the said Richland County, sign, seal and as its act and deed, deliver the within-written Quit-Claim Deed; and that (s)he with the other witness witnessed the execution thereof.

SWORN to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

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

\_\_\_\_\_  
(L.S.)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: \_\_\_\_\_

# Richland County Council Request of Action

Subject: Sanitary Sewer Line Extensions

## **A. Purpose**

The purpose of this report is to provide County Council with information on the County's present policy for extending sanitary sewer lines within the unincorporated areas of the County.

## **B. Background**

Pursuant to Chapter 24, Article III, Section 24-11 of the Richland County Code, the County is under an obligation to furnish the sewer service required or to see that it is furnished in an orderly and comprehensive plan particularly since portions of the County have been and are at the present time in desperate need of sewer facilities, and the health, safety and welfare of the County's citizens must be protected as a part of the County's legal as well as moral obligation. The County further recognizes its obligations as a designated service area as defined by Section 5-7-60 of the South Carolina Code of Laws, 1976.

To assist in fulfilling its obligation to provide sewer service, the County has developed a process that uses private developer funds to extend sewer service in lieu of the use of public funds. This process has been formalized through the "Sanitary Sewer Extension Agreement" procedure. Under these agreements, a person or developer agrees to fund the construction of a sewer line extension to areas of the County not presently served by the County's sewer system. In an amount equal to their investment, the developer is provided credit in the form of sewer taps. These sewer taps may be used for connecting houses within the developer's property or may be sold to potential customers that would connect to the portion of the sewer system constructed by the developer. The sewer taps issued under a sanitary sewer extension agreement must be used within a five (5) year period from the date they are issued after which they become null and void.

The Broad River sewer system has been developed almost entirely by the use of private developer funds to extend and upgrade its components. Of the approximately \$60,000,000.00 assets, approximately 97% of the system has been constructed using private developer funds. Currently there is approximately \$7,600,000.00 in developer funded projects under construction. These projects consist mostly of system upgrades but include a few sewer line extensions.

## **C. Discussion**

The Broad River Sewer System operates as an enterprise. There are approximately 8500 customers currently connected to the system. Revenue generated by user fees and tap fees is the only source of funds used to pay operating cost and to retire the debt. No general fund tax dollars are required. The current operating budget for FY 06-07 is \$3.99 million.

Revenue projections for FY 06-07 include \$2.93 million in user fees, \$1.0 million in tap fees and \$.135 million in wholesale user fees and interest.

If the County would decide to eliminate the present sanitary sewer extension policy, another source of funds would be required to upgrade components as needed. For example: to fund the current \$7.6 million projects that are underway, a bond issue would be required to fund the construction. An annual debt service payment of approximately \$560,000 would be added to the operation and maintenance budget. This would equate to a rate increase for each customer of an additional \$5.49 per month. This rate increase would fund only those projects that are underway. Each time another component requires an upgrade or replacement, additional bonds would be required.

In addition to the above, if expansion of the sewer system is reduced or eliminated, another source of revenue will be required to replace the \$1.0 million currently realized through the sale of sewer taps. If the \$1.0 million is eliminated, rates for existing customers would need to increase by an additional \$9.80 per month.

The current "Sanitary Sewer Extension Agreement" policy has worked extremely well for the development of the Broad River Regional sewer system. By using private developer funds, the County has been able to keep tap fees and user fees in line with surrounding area utility providers. Because of its success, this policy has been adopted by both the Lexington County Joint Water and Sewer Authority and the Town of Chapin for expansion of their utility systems.

As a further note, a court order currently exist that requires the issuance of sewer taps equal to the investment by a particular developer for extending sewer lines.

#### **D. Financial Impact**

Maintaining the present sewer extension agreement policy will keep customer user fees and tap fees in line with other utility customers in the surrounding areas. If this policy is eliminated and expansion of the system is reduced, an increase in monthly user fees by as much as \$15.29 per customer may be required.

#### **E. Alternatives**

- 1) Continue the present sanitary sewer extension agreement policy.
- 2) Modify the present sewer extension policy.
- 3) Eliminate the present sewer extension policy.

#### **F. Recommendation**

It is recommended that this issue be forwarded to the Council Retreat for further discussion.

**Recommended by:** Andy H. Metts

**Department:** Utilities

**Date** 11/20/06

## G. Reviews

### Finance

Reviewed by: Daniel Driggers

Date: 11/21/06

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Legal

Reviewed by: Amelia Linder

Date: 11/21/06

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This request is at the discretion of County Council.

### Administration

Reviewed by: Tony McDonald

Date: 11/21/06

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Due to the significant policy implications, it is recommended that this issue be forwarded to the Council Retreat in January for further discussion.

## **Meeting on City's Plans for Homeless Shelter and Services: United Way, November 9, 2006**

- Samuel Tenenbaum welcomed everyone, and introduced Chief Austin. (There were about 40 - 50 attendees)
- Chief Austin stated that for this winter, the City is more concerned with SHELTERS vs. SERVICES
- Two Emergency Shelters will be provided through March 31, 2007 (Senate Street--Vista; and Taylor Street)
- Mike Lee is not a City employee; rather, he has a one-year renewable contract with the City. He is to oversee the 2 shelters and work with the service providers to develop a LONG TERM SOLUTION
- The City will continue to fund its portion for the years to come
- Austin apologized for "de-stabilizing the process" if indeed that is the case.
- Jonathan Arte (City of Columbia, Community Development), is to work with legislators to get money that service providers may not have access to
- The average number of individuals at the Holtz shelter was 225 per night
- They are asking that men only stay at the 2 shelters. Women and small children will stay at one of the four hotels that the City has an arrangement with, and the City will foot the bill for the hotel rooms.
- Shelter capacity: 150 men at Senate Street; 50 men at Taylor Street (Taylor Street location will be for the men "moving up and moving out" and those who can and do take on more responsibility for their lives--those who potentially have jobs, but can't yet afford housing)
- The 2 shelters will open at 7:00 pm and close at 7:00 a.m.
- The City will provide transportation from "5 or 6 known locations" to the two shelters
- A small snack / meal will be provided nightly at the 2 shelters; no cooking facilities are at either location
- Sobering Center will be at Senate Street location
- Handicapped individuals will be housed (for now) at the Taylor Street location, or at a location yet to be determined
- Intake will occur at both sites
- The 2 shelters will open next Friday, November 17. The Senate Street location will possibly be the only shelter open for a few nights until they figure out who belongs at which of the 2 shelter locations.
- Because there is an average of 225 men at the shelter per night, and the 2 facilities are only designed to hold 200, spillover individuals will be housed in City Parks and Recreation facilities.
- The Day Center (programs / services) will be housed at Taylor Street (City owned facility), and will be open from 8:00am - 12:00pm, Monday through Friday. All individuals (males and females) are welcomed here for services. Showers are available at this location during the stated hours. The Day Center is NOT a shelter, just a services / programs location. The Day Center will also open on 11/17/06.
- Mike Lee: cell (803) 240-9493 / City email [rmlee@columbiasc.net](mailto:rmlee@columbiasc.net) / Personal email [mlee.hsc@gmail.com](mailto:mlee.hsc@gmail.com)
- At the close of the meeting, Tenenbaum promised that "we will get back to the blueprint" and that information to all attendees will be forthcoming.

# *Richland County Government*

County Administration Building  
2020 Hampton Street  
P.O. Box 192  
Columbia, SC 29202



Phone: (803) 576-2050  
Fax: (803) 576-2137  
TDD: (803) 748-4999

## *Office of the County Administrator*



September 28, 2006

Mr. Charles Austin  
City Manager  
City of Columbia  
1737 Main Street  
Columbia, SC 29202

Dear Mr. Austin:

On behalf of Richland County Council, I am writing to express Council's concern, and ask for clarification regarding the Columbia City Council's recent actions with regards to the Blueprint to Address Homelessness.

The Blueprint's ten strategies for reducing homelessness are the product of almost a year's work in the community to engage key stakeholders and develop solutions to the regional issue of homelessness. At the City's request, Richland County participated in, endorsed and supported the Blueprint. Specifically, Richland County Council had passed an intergovernmental agreement developed by the city to create a regional authority to implement the Blueprint and was poised to make appointments to the new Commission.

Unfortunately, recent decisions by City Council appear inconsistent with the original regional Blueprint process. The County specifically wants to express our concern regarding the following actions:

- On September 6, the Columbia City Council required Mac Bennett, City-appointed Chair of the Blueprint Site Selection Committee, to appear before Council and report the committee's recommendations. This was inconsistent with the process specified in the Blueprint, (as endorsed by both the Richland County Council and the City of Columbia), which required the report to go the Homeless

Commission. As partners in the Blueprint, the County would like to understand the City's reasons for deviating from the agreed upon process for identifying a site for a permanent shelter and service center.

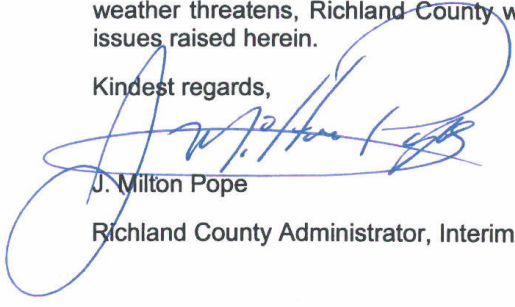
- On September 6, the City also announced its commitment to a new strategy for addressing homelessness. Instead of supporting the Blueprint strategy of creating a comprehensive service center and shelter, the City of Columbia committed to developing a centralized service center without shelter beds or transitional housing. The City also adopted a policy of moving people from the street to housing scattered across the community. The City acknowledged obstacles to implementing the program in Columbia including expense, transportation and a lack of thorough understanding of how the Housing First model works. As partners in the Blueprint, a plan which was developed over a year's time with input and support from local jurisdictions and other stakeholders, Richland County is very concerned that the City would abandon a key Blueprint strategy without consulting major partners. Again, we ask for clarification regarding the decision. If the City expects the County to participate in planning and funding a solution to homelessness, it is critical that the County participate in decisions including which model should be implemented.
- As part of the unanimously approved compromise announced on September 6, Columbia City Council also rejected location of a temporary shelter in the Williams Building on SC Department of Mental Health grounds. We understand that the lease for the facility and a \$750,000 state-funded operating budget were negotiated by the City-appointed interim commissioner, Samuel Tenenbaum, in collaboration with the Cooperative Ministry. Because the temporary site and funding would have enabled early implementation of the Blueprint model of a comprehensive service center with short term and cold weather shelter for up to 250 people, it is unclear why the City opted to develop its own short term strategy for providing winter shelter to people on the street. Unless the proposed city effort improves on the Williams building plan for interim homeless services, it is unclear why the City would decide to ignore the opportunity represented by the Williams building. County Council would like clarification as to why the Williams building option is not being pursued.

Because of the City's decision to abandon the Blueprint, the role of Richland County in addressing homelessness is now unclear. Richland County was prepared to appoint commissioners to the Regional Commission on Homelessness. The County will hold the appointments until it is clear there is a need for a Commission to implement the Blueprint.

As colleagues in improving the quality of life in our region, Richland County strongly urges the City of Columbia return to the Blueprint strategies, re-assert the role of the Midlands Commission on Homelessness in implementing the Blueprint and re-assess the opportunity of opening a comprehensive service center to address homelessness in the Williams Building. Given the urgency of attending to people on the street before cold

weather threatens, Richland County welcomes the City's earliest possible response to issues raised herein.

Kindest regards,

A handwritten signature in blue ink, appearing to read "J. Milton Pope", is written over the typed name. The signature is fluid and cursive, with a large loop at the end.

J. Milton Pope

Richland County Administrator, Interim





RECEIVED  
06 NOV -9 AM 10:57  
RICHLAND COUNTY  
ADMINISTRATION BUILDING

"EVERYBODY COUNTS, EVERYBODY CONTRIBUTES, EVERYBODY BENEFITS"

November 8, 2006

Mr. J. Milton Pope  
Richland County Administrator, Interim  
County Administration Building  
2020 Hampton Street  
P.O. Box 192  
Columbia, SC 29202

Dear Mr. Pope:

Thank you for your letter of September 28<sup>th</sup> about serving the homeless in our community and City Council's recent actions.

As you are well aware, we have been actively working to provide emergency shelter for the homeless during the winter months. We have established two sites and they will open November 17<sup>th</sup>. To insure continuity in the provision of emergency housing, we have contracted with Mike Lee, the director of this service for the past several years. Our focus has been to insure that people without shelter during the winter months will have a safe place to stay.

In addition, the City of Columbia remains committed to the basic principles of the Blueprint for Homelessness: the establishment of a comprehensive service center and the creation of the Commission on Homelessness. First, the actions of City Council in no way should stall the progress toward the comprehensive service center. In fact, the Taylor/Hampton Street site was endorsed as the site for this center. Our focus is to establish a temporary site for the service center at Taylor and Buil and to work with the service providers to establish a permanent site during the coming year.

Secondly, we appreciate Richland County's approval of the Intergovernmental Agreement establishing the Homeless Commission and allocating initial funding for the Commission. Our understanding is that Lexington County is reluctant to participate at this time. We understand Richland County's hesitancy about moving forward with the agreement approved by County Council and City Council. Since the initial agreement was based on the participation of all three local governments, we recommend that we develop a completely new agreement between the City of Columbia and Richland County with a process that leaves the door open for Lexington County's participation.

CITY OF COLUMBIA  
OFFICE OF THE CITY MANAGER

1737 MAIN STREET • P. O. BOX 147 • COLUMBIA, S.C. 29217 • PHONE: (803) 545-3050 • FAX: (803) 733-8317

Mr. J. Milton Pope  
Page 2

Representatives of Columbia City Council are prepared to work with representatives of Richland County Council to begin the development of a new intergovernmental agreement that will establish the Commission on Homelessness and to strengthen and coordinate the service delivery system in our community. The Blueprint will provide the basis of the work for the Homeless Commission. Mayor Coble has asked Council Member Anne Sinclair to contact a member of County Council to begin discussions of a new agreement.

Again, we appreciate the support of the County in eliminating homelessness in our community and look forward to continue working together in this effort.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charles P. Austin, Sr.", with a long horizontal flourish extending to the right.

Charles P. Austin, Sr.  
City Manager

## **Richland County Council Request of Action**

**Subject:** Midlands Area Consortium for the Homeless (MACH)

### **A. Purpose**

County Council is requested to approve a request from MACH for \$5,000.

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

The Midlands Area Consortium for the Homeless serves as the body in Columbia established as a collaborative resource to provide a bridge between the homeless and the at-large community through education, planning advocacy, and services. The mission is to end homelessness in our society by providing equal access to affordable housing, adequate healthcare, employment and education. The membership is open to anyone who shares the vision of service within the counties of Aiken, Allendale, Bamberg, Barnwell, Calhoun, Chester, Fairfield, Lancaster, Lexington, Orangeburg, Newberry, Richland and York.

Richland County's one- point in time homeless count will be conducted January 2007. It has been requested by U.S. Housing and Urban Department (HUD) that this count be conducted every two years. The last count was done January 2005.

MACH proposes to enter into an agreement with a contractor for data collection, analyze and interpret data and produce reports. The reports will further provide information on the incidence of homelessness, current services that are being provided and the current gaps in those services in Richland County as well as statewide.

Richland County will receive copies of the final report.

### **C. Financial Impact**

This is an eligible expense for Community Development Block Grant (CDBG) funds and can be paid with administration funds.

### **D. Alternatives**

1. Accept the request and fund with Richland County operating funds
2. Accept the request and fund with CDBG administrative dollars
3. Do not accept the request to assist with the funding of the Homeless Study (which includes Richland County)

### **E. Recommendation**

This Study will provide Richland County with information for planning purposes. Staff recommends that Council fund this expenditure with CDBG funds with the understanding that the Community Development Department will satisfy all federal requirements.

**Recommended by:** Sherry Wright Moore      **Department:** Community Development  
**Date:** November 3, 2006

## F. Reviews

### Finance

Reviewed by: Daniel Driggers

Date: 11/20/06

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Legal

Reviewed by: Amelia Linder

Date: 11/20/06

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This request is at Council's discretion.

### Administration

Reviewed by: Tony McDonald

Date: 11/20/06

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval, with the cost to be covered by CDBG administrative funds.



November 9, 2006

Sherry Wright-Moore  
Director, Community Development Department  
Richland County  
Post Office Box 192  
Columbia, SC 29202

Dear Sherry,

The Midlands Area Consortium for the Homeless (MACH) requests \$5,000 as partial funding for the biannual count of persons experiencing homelessness at the same point in time across our state. The Budget and Control Board's Office of Research and Statistics is under contract to perform data entry and analysis, along with a comprehensive report of the findings. A tentative budget of how these monies will be allocated is attached. This count, which is required by HUD every two years, will provide information on the incidence of homelessness, current shelter services that are provided and current gaps in shelter services. In addition to helping the Midlands understand more about the issue of homelessness, the information is used by entitlement communities for their Consolidated Plans and the MACH's Continuum of Care application to HUD.

The MACH, a 501c3 organization, is governed by a Board of Directors and includes membership of over 60 agencies that meets monthly to discuss issues and coordinate services. The MACH serves as the local body in the Midlands to provide a bridge between the homeless population and the community through education, planning, advocacy, and services. The MACH also serves as the HUD Continuum of Care and funnels more than 1.7 million dollars of Continuum of Care funding annually to provide shelter and services for homeless individuals and families. The MACH's mission is to end homelessness in our society by providing equal access to affordable housing, adequate healthcare, employment and education.

MACH is seeking funds from not only Richland County, but from Lexington County, City of Columbia and jurisdictions in the other counties in the Continuum. In addition, matching funds from a private source have been secured in the amount of \$7,500.

Please contact me at (803) 786-1844 for additional information. Thank you for your support.

Sincerely,

A handwritten signature in cursive script that reads 'Julie Ann Avin'.

Julie Ann Avin  
Chair, Midlands Area Consortium for the Homeless

Attachment

**2007 MACH Point in Time Count Operating Budget  
Richland County  
10/23/2007 – 4/13/2007**

<u>Projected Income</u>	<u>Amount</u>
Private Foundation (approved)	\$7,500.00
Richland County (requested)	5,000.00
City of Columbia (requested)	3,000.00
Lexington County (requested)	2,500.00
<b>TOTAL</b>	<b>\$18,000.00</b>

<u>Budget Line Item</u>	<u>Total</u>	<u>Amount Requested</u>
Administration	\$1,050.00	\$250.00
Postage	700.00	250.00
Printing	9,250.00	3,000.00
Supplies/Materials	1,500.00	500.00
Travel/Expenses	1,000.00	300.00
Training for Count Volunteers	4,500.00	700.00
<b>TOTAL</b>	<b>\$18,000.00</b>	<b>\$5,000.00</b>

## **Richland County Council Request of Action**

**Subject:** Ordinance to Prohibit Smoking in Workplaces in the Unincorporated Areas of Richland County

### **A. Purpose**

Richland County Council is requested to consider adoption of an ordinance that would prohibit smoking in workplaces in the unincorporated areas of Richland County.

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

During the November 14, 2006 meeting of Richland County Council, Councilman Joe McEachern referred to the D&S Committee consideration of an ordinance to prohibit smoking in workplaces in the unincorporated areas of Richland County.

In order to protect non-smokers from involuntary exposure to secondhand smoke, several municipalities in South Carolina, including the Town of Sullivan's Island, and the Cities of Greenville and Columbia, have passed ordinances to prohibit smoking in all or most workplaces. (A copy of each municipality's ordinance is attached.) A "workplace" is typically defined as "any enclosed indoor area, structure, building or facility or any portion thereof at which one (1) or more employee(s) perform services for their employer, including but not limited to: retail food stores, retail stores, restaurants, bars, cabarets, cafes, public or private clubs, pool halls, and bowling alleys."

Council is now asked to consider passing a similar ordinance to prohibit smoking in workplaces in the unincorporated areas of the county. Council may choose to ban smoking with the typical exceptions for private residences, smoking hotel rooms, retail tobacco stores and religious ceremonies, as many cities and counties have done nationwide. The county may also choose to add additional exceptions, such as the City of Columbia, which exempted private clubs, drinking establishments, medical facilities, and theatrical performances from the ordinance.

Currently, the ordinance in Sullivan's Island is being challenged by a local bar owner in a court of law. An opinion is expected to be rendered in the case very soon.

### **C. Financial Impact**

The financial impact associated with this request is difficult to quantify. There would be additional costs for law enforcement to enforce the provisions of the smoking prohibition. There is also the potential, as some bar and restaurant owners nationwide have claimed, of a marginal loss in local hospitality tax revenue due to smokers leaving the county to visit bars and restaurants in other localities. Long-term, the community may see fewer lung and respiratory illnesses, and thus, a smaller burden on local health care facilities and emergency services would likely result. Fines (the amount of which would be set forth in the ordinance)

would be collected from businesses found to be in non-compliance with the smoking prohibition.

**D. Alternatives**

1. Approve the ordinance to prohibit smoking in all workplaces in the unincorporated areas of Richland County.
2. Approve the ordinance to prohibit smoking in all workplaces in the unincorporated areas of Richland County, with some exceptions.
3. Do not approve the ordinance.

**E. Recommendation**

This is a policy decision that is at the discretion of County Council.

**Referred by Council Motion:** Hon. Joe McEachern     **Date:** November 14, 2006

**Attachments**

- **Draft Richland County Smoking Ordinance (p. 49 – 54)**
- **City of Columbia Smoking Ordinance (p. 55 – 60)**
- **City of Greenville Smoking Ordinance (p. 61 – 71)**
- **Town of Sullivan’s Island Smoking Ordinance (p. 72 – 76)**



STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-06HR

AN ORDINANCE TO AMEND THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 18, OFFENSES; BY ADDING A NEW SECTION THEREIN FOR THE PURPOSE OF ESTABLISHING REGULATIONS AND REQUIREMENTS RELATING TO SMOKING OF TOBACCO PRODUCTS IN THE UNINCORPORATED AREAS OF RICHLAND COUNTY.

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 Richland County Code of Ordinances; Chapter 18, Offenses; is hereby amended to add a new section, which shall read as follows:

**Section 18-6. Smoking of tobacco products.**

(a) Findings. As an incident to the adoption of this Section, the County Council ("County Council") of the County of Richland, South Carolina (the "County") makes the following findings:

- (1) Secondhand smoke is the third leading cause of preventable death in the United States, killing 53,000 Americans prematurely each year; and
- (2) The U.S. Environmental Protection Agency, U.S. Centers for Disease Control and Prevention, National Toxicology Program's Report on carcinogens, National Cancer Institute, and the International Agency for Research and cancer have all reported that secondhand smoke is a group A human carcinogen, a cancer causing substance, of which there is no safe level of exposure; and
- (3) The health consequences of involuntary smoking have been reported by the U.S. Surgeon General to be a cause of disease, including lung cancer, in healthy non-smokers; and
- (4) The U.S. Surgeon General has concluded that a simple separation of smokers and non-smokers within the same airspace does not eliminate the exposure of non-smokers; and
- (5) Numerous medical and scientific studies show substantial levels of exposure to secondhand smoke among the United States population, and over the past two decades, the health hazards resulting from exposure to secondhand smoke have been increasingly recognized; and

- (6) Secondhand smoke increases the risk of developing breast cancer in younger, pre-menopausal women; and when inhaled by pregnant women, secondhand smoke increases the risk for low-weight babies, pre-term delivery, and Sudden Infant Death Syndrome (SIDS); and
- (7) Exposure to secondhand smoke by children leads to decreased lung function, asthma, pneumonia, ear infections, bronchitis and even sudden infant death syndrome; and
- (8) Studies of hospital admissions for acute myocardial infarction in Helena, Montana and Pueblo, Colorado before, during, and after a local law eliminating smoking in workplaces and public places was in effect, has determined that laws to enforce smoke-free workplaces and public places may be associated with a reduction in morbidity from heart disease; and
- (9) Workplaces have been shown to be locations of significant exposure to secondhand tobacco smoke by employees working in the unincorporated areas of Richland County; and
- (10) There are laws, ordinances, and regulations in place that protect workers from other environmental hazards, including Class A carcinogens, asbestos, arsenic and benzene, but none which regulate exposure to secondhand smoke; and
- (11) The South Carolina General Assembly at Section 44-95-10 et seq. (the "Clean Indoor Air Act of 1990") imposed certain limitations on smoking. For example, it limited smoking in Government Buildings (the definition of which includes County-owned buildings) except where the owner of such building shall designate smoking areas.

County Council has now determined that additional regulation of smoking in areas beyond those addressed in the Clean Indoor Air Act of 1990 is appropriate in furtherance of its duty to protect the health of its citizens and employees in the workplace and therefore enacts this Section.

(b) Intent. County Council finds that it is in the best interest of the people of the unincorporated areas of the County to protect nonsmokers from involuntary exposure to secondhand smoke in the workplace. Therefore, County Council declares that the purpose of this act is: 1) to preserve and improve the health, comfort, and environment of the people of the unincorporated areas of the County by limiting exposure to secondhand smoke in the workplace; and 2) to guarantee the right of nonsmokers to breathe smoke-free air, and to recognize that the need to breathe smoke-free air shall have priority over the desire to smoke.

(c) Definitions.

- (1) "Employee" means any person who performs services for an employer in return for wages, profit or other valuable consideration, and/or a person who volunteers his or her services for a non-profit entity.
- (2) "Employer" means any person, partnership, association, corporation, trust, school, college, university or other educational institution, nonprofit entity or other organization, including any public or private employer, any manager, supervisor, and all other persons charged with control, supervision, and operation of any Workplace, Work Space, or Work Spaces as defined herein, that employs one (1) or more persons.
- (3) "Enclosed" means a space bounded by walls (with or without windows), a ceiling or roof, and enclosed by doors, including but not limited to, offices, rooms, foyers, waiting areas and halls.
- (4) "Secondhand smoke" is the complex mixture formed from the escaping smoke of a burning tobacco product (termed as "sidestream smoke") and smoke exhaled by the smoker. Exposure to secondhand smoke is also frequently referred to as "passive smoking," "secondhand smoking" or "involuntary smoking".
- (5) "Retail Tobacco Store" means any establishment which is not required to possess a retail food permit whose primary purpose is to sell or offer for sale to consumers, but not for resale, tobacco products and paraphernalia, in which the sale of other products is merely incidental, and in which the entry of persons under the age of eighteen (18) is prohibited at all times.
- (6) "Smoking" means the inhaling, exhaling, burning, lighting or carrying of a lighted cigarette, cigar, pipe, or similar device or any other lighted tobacco product.
- (7) "Smoking Materials" includes cigars, cigarettes and all other manner of smoking devices intended to be used for the purpose of inhaling, burning, carrying or exhaling lighted tobacco products.
- (8) "Workplace" means any enclosed indoor area, structure, building or facility or any portion thereof at which one (1) or more employee(s) perform services for their employer, including but not limited to: retail food stores, retail stores, restaurants, bars, cabarets, cafes, public or private clubs, pool halls, and bowling alleys.
- (9) "Work space" or "work spaces" means any enclosed area occupied by an employee during the course of his or her employment, including but not limited to: offices, customer service areas, common areas, hallways, waiting areas, restrooms, lounges, and eating areas.

(d) Prohibition of Smoking in the Workplace.

(1) All employers shall provide a smoke-free environment for all employees working in any work space or workplace as those terms are defined herein.

Further, the employer shall prohibit any persons present in any work space or workplace from smoking tobacco products therein.

(2) No person shall smoke or possess a lighted tobacco product in any work space or workplace.

(e) Exceptions. Notwithstanding the provisions of subsection (d) herein, smoking may be permitted in the following places under the following circumstances:

(1) Private residences;

(2) Hotel and motel rooms that are rented to guests and are designated as smoking rooms; provided, however, that not more than twenty-five (25%) of rooms rented to guests in a hotel or motel may be so designated. All smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate into areas where smoking is prohibited under the provisions of this Section. The status of rooms as smoking or nonsmoking may not be changed, except to add additional nonsmoking rooms;

(3) Retail tobacco stores as defined herein; and

(4) Religious ceremonies where smoking is part of the ritual.

(f) Posting of Signs. The owner, manager or person in control of a Workplace shall post a conspicuous sign at the main entrance to the Workplace, which shall contain the words "No Smoking" and the universal symbol for no smoking.

(g) Reasonable Distance. Smoking outside a Workplace, and any other indoor area where smoking is prohibited, shall be permitted, provided that tobacco smoke does not enter any Work Spaces and/or Workplaces through entrances, windows, ventilation systems, or other means.

(h) Jurisdiction, Enforcement and Penalties. A person who owns, manages, operates, or otherwise controls a Workplace or Work Space and who fails to comply with the provisions of this Section shall be deemed guilty of a misdemeanor, punishable by a fine not exceeding five hundred dollars (\$500) and/or imprisonment for not more than thirty (30) days. Each day on which a violation of this Section occurs shall be considered a separate and distinct violation. A violation of this Section is furthermore declared to be a public nuisance.

(i) Governmental Agency Cooperation. The County Administrator shall annually request other governmental and educational agencies having facilities with the unincorporated areas of the County to establish local operating procedures in cooperation and compliance with this Section. This includes urging all Federal, State, County, City, and School District agencies to update their existing smoking control regulations to be consistent with the current health findings regarding secondhand smoke.

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 \_\_\_\_\_, 2006.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Anthony G. Mizzell, Chair

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

OF \_\_\_\_\_, 2006

\_\_\_\_\_  
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:

**ORDINANCE NO.: 2006-081**

*Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article IV, Pollution Control, to add Division 5, Establishing Regulations and Requirements Relating to Smoking of Tobacco Products in the City of Columbia*

ORIGINAL  
STAMPED IN RED

BE IT ORDAINED by the Mayor and Council this 8th day of November, 2006, that the 1998 Code of Ordinances of The City of Columbia, South Carolina, Chapter 8, Environmental Health and Sanitation, Article IV, Pollution Control is amended to add Division 5, Establishing regulations and requirements relating to smoking of tobacco products in the City of Columbia, to read as follows:

**Section 1:** The Code of the City of Columbia is hereby amended to add Division 5, which shall read as follows:

a. Findings. As an incident to the adoption of this Ordinance, the City Council ("City Council") of the City of Columbia, South Carolina (the "City") makes the following findings:

(1) Secondhand smoke is the third leading cause of preventable death in the United States, killing 53,000 Americans prematurely each year; and,

(2) The U.S. Environmental Protection Agency, U.S. Centers for Disease Control and Prevention, National Toxicology Program's Report on Carcinogens, National Cancer Institute, and the International Agency for Research and Cancer have all reported that secondhand smoke is a Group A human carcinogen, a cancer causing substance, of which there is no safe level of exposure; and,

(3) The health consequences of involuntary smoking have been reported by the U.S. Surgeon General to be a cause of disease, including lung cancer, in healthy non-smokers; and,

(4) The U.S. Surgeon General has concluded that a simple separation of smokers and non-smokers within the same airspace does not eliminate the exposure of non-smokers; and,

(5) Numerous medical and scientific studies show substantial levels of exposure to secondhand smoke among the United States population, and over the past two decades, the health hazards resulting from exposure to secondhand smoke have been increasingly recognized; and,

(6) Secondhand smoke increases the risk of developing breast cancer in younger, pre-

ORIGINAL  
STAMPED IN REC

menopausal women; and when inhaled by pregnant women, secondhand smoke increases the risk for low-weight babies, pre-term delivery, and Sudden Infant Death Syndrome(SIDS); and,

(7) Exposure to secondhand smoke by children leads to decreased lung function, asthma, pneumonia, ear infections, bronchitis and even sudden infant death syndrome; and,

(8) Studies of hospital admissions for acute myocardial infarction in Helena, Montana and Pueblo, Colorado before, during, and after a local law eliminating smoking in workplaces and public places was in effect, has determined that laws to enforce smoke-free workplaces and public places may be associated with a reduction in morbidity from heart disease; and,

(9) Workplaces have been shown to be locations of significant exposure to secondhand smoke by employees working in the City of Columbia; and,

(10) There are laws, ordinances and regulations in place that protect workers from other environmental hazards, including Class A carcinogens, asbestos, arsenic and benzene, but none which regulate exposure to secondhand smoke; and,

(11) The South Carolina General Assembly at Section 44-95-10 et seq. (the "Clean Indoor Air Act of 1990") imposed certain limitations on smoking. For example, it limited smoking in Government Buildings (the definition of which includes City-owned buildings) except where the owner of such building shall designate smoking areas.

City Council has now determined that additional regulation of smoking in areas beyond those addressed in the Clean Indoor Air Act of 1990 is appropriate in furtherance of its duty to protect the health of its citizens and employees in the workplace and therefore enacts this ordinance.

b. Intent. City Council finds that it is in the best interest of the people of this City to protect nonsmokers from involuntary exposure to secondhand smoke in the workplace. Therefore, City Council declares that the purpose of this act is to preserve and improve the health, comfort and environment of this City by limiting exposure to secondhand smoke in the workplace; and (2) to guarantee the right of nonsmokers to breathe smoke-free air, and to recognize that the need to breathe smoke-free air shall have priority over the desire to smoke.

c. Definitions.

"Drinking Establishment" means any business whose on-site sales of food for consumption on the premises comprises no more than fifteen (15%) percent of gross sales of both food, non-alcoholic and alcoholic beverages on an annual basis.



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"Employee" means any person who performs services for an employer in return for wages, profit or other valuable consideration, and a person who volunteers his or her services for a non-profit entity.

"Employer" means any person, partnership, association, corporation, trust, school, college, university or other educational institution, nonprofit entity or other organization, including any public or private employer, any manager, supervisor, and all other persons charged with control, supervision, and operation of any Workplace, Work Space, or Work Spaces as defined herein, that employs one (1) or more persons.

"Enclosed" means a space bounded by walls (with or without windows), a ceiling or roof, and enclosed by doors, including but not limited to, offices, rooms, foyers, waiting areas and halls.

"Medical Facility" means an office or institution providing care or treatment of diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within medical facilities.

"Private Club" means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and which only sells alcoholic beverages incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501. Establishments which are in fact operating as bars, restaurants or entertainment venues primary for the pecuniary benefit of the owner or chief operating officer shall not be treated as Private Clubs under this ordinance. A private club is not a private club for the purposes of this ordinance when being used for a function to which the general public is allowed to enter.

"Retail Tobacco Store" means any establishment which is not required to possess a retail food permit whose primary purpose is to sell or offer for sale to consumers, but not for resale, tobacco products and paraphernalia, in which the sale of other products is merely incidental, and in which the entry of persons under the age of eighteen (18) is prohibited at all times.

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"Secondhand smoke" is the complex mixture formed from the escaping smoke of a burning tobacco product (termed as "sidestream smoke") and smoke exhaled by the smoker. Exposure to secondhand smoke is also frequently referred to as "passive smoking," "secondhand smoking" or "involuntary smoking".

"Smoking" means the inhaling, exhaling, burning, lighting or carrying of a lighted cigarette, cigar, pipe, or similar device or any other lighted tobacco product.

"Smoking Materials" includes cigars, cigarettes and all other manner of smoking devices intended to be used for the purpose of inhaling, burning, carrying or exhaling lighted tobacco products.

"Workplace" means any enclosed indoor area, structure, building or facility or any portion thereof at which one (1) or more employee(s) perform services for their employer, including but not limited to: retail food stores; retail stores; restaurants; bars; cabarets, cafes; public or private clubs; pool halls and bowling alleys.

"Work Space or work Spaces" means any enclosed area occupied by an employee during the course of his or her employment, including but not limited to: offices, customer service areas; common areas; hallways; waiting areas; restrooms; lounges and eating areas.

(d) Prohibition of Smoking in the Workplace.

(1) All employers shall provide a smoke free environment for all employees working in any Work Space or Workplace as those terms are defined herein. Further, the employer shall prohibit any persons present in any Work Space and Workplace from smoking tobacco products therein.

(2) No person shall smoke or possess a lighted tobacco product in any Work Space and Workplace.

(e) Exceptions. Notwithstanding the provisions of Section (d) herein, smoking may be permitted in the following places or under the following circumstances:

(1) Private residences;

(2) Private clubs;

(3) Hotel and motel rooms that are rented to guests and are designated as smoking rooms; provided, however, that not more than twenty-five percent (25%) of rooms rented to guests in a hotel or motel may be so designated. All smoking rooms on the same floor must be

contiguous and smoke from these rooms must not infiltrate into areas where smoking is prohibited under the provisions of this Article. The status of rooms as smoking or nonsmoking may not be changed, except to add additional nonsmoking rooms;

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- (4) Retail Tobacco Stores as defined herein;
- (5) Religious ceremonies where smoking is part of the ritual;
- (6) Medical facilities;
- (7) Smoking by performers during a theatrical event which requires smoking in the context of the performance;
- (8) Drinking Establishments which post in at least two conspicuous locations that it is a smoking establishment;

(f) Posting of Signs. The owner, manager or person in control of a Workplace shall post a conspicuous sign at the main entrance to the Workplace, which shall contain the words "No Smoking" and the universal symbol for no smoking.

(g) Reasonable Distance. Smoking outside a Workplace, and any other indoor area where smoking is prohibited shall be permitted, provided that tobacco smoke does not enter any Work Spaces and Workplaces through entrances, windows, ventilation systems or other means.

(h) Jurisdiction, Enforcement and Penalties. A person who owns, manages, operates, or otherwise controls a Workplace or Work Space and who fails to comply with the provisions of this Article shall be guilty of a misdemeanor, punishable by:

- (1) A fine not exceeding five hundred dollars (\$500) and imprisonment for not more than 30 days, or both.

Violation of this Article is hereby declared to be a public nuisance.

Each day on which a violation of this Article occurs shall be considered a separate and distinct violation.

(i) Severability. If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

(j) Conflict with Other Laws, Ordinances or Regulations. Nothing in this section shall be deemed to amend or repeal any applicable fire, health or other, law, ordinance or regulation so as to permit smoking in areas where it is prohibited by such applicable fire, health, or other law, ordinance or regulation.

(k) Governmental Agency Cooperation. The City Manager shall annually request other governmental and educational agencies having facilities within the City to establish local operating procedures in cooperation and compliance with this Article. This includes urging all Federal, State, County, City, and School District agencies to update their existing smoking control regulations to be consistent with the current health findings regarding secondhand smoke.

This Ordinance shall become effective on the thirtieth (30th) day after second reading.

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Requested by:

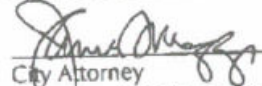
Mayor Coble \_\_\_\_\_

\_\_\_\_\_  
MAYOR

Approved by:

\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
City Attorney  
Introduced: 10/18/2006  
Final Reading: 11/8/2006

ATTEST:

\_\_\_\_\_  
City Clerk

ORDINANCE

TO ENACT A NEW CITY ORDINANCE REGULATING SMOKING IN PUBLIC PLACES BY REPEALING THE EXISTING ARTICLE IV OF CHAPTER 16 AND PROVIDING IN ITS PLACE MORE COMPREHENSIVE PROVISIONS PROTECTING THE PUBLIC AGAINST THE HARMFUL EFFECTS OF SECONDARY SMOKE.

WHEREAS, the City of Greenville was the first jurisdiction in South Carolina to address the harmful effects of secondary smoke in places frequented by the public at large by enacting in 1987 Ordinance No.87-79, which is now codified as amended as Article IV, "Smoking in Public Places" of Chapter 16, "Environment," of the City Code; and

WHEREAS, the existing ordinance has protected the health and safety of the public at large to a substantial degree and has improved significantly the City of Greenville's quality of life, which in turn contributes to the City's being a liveable community and having success in economic development;

WHEREAS, upon assessing current conditions and more recent medical findings made by authoritative sources, Council has determined that neither the state's Clean Indoor Air Act nor the City's existing ordinance sufficiently addresses the pressing public health issues and quality of life considerations arising from the harmful effects of secondary smoke, and additional action by City Council is necessary and proper,

NOW TEHREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA

**Section 1. Repeal**

Article IV, "Smoking in Public Places," of Chapter 16, "Environment," of the Greenville City Code is repealed in its entirety. Upon the effective date of this ordinance the provisions shall no longer have the force and effect of law.

**Section 2. Enactment and effective dates.**

The provisions contained in the attached exhibit shall be enacted as the new Article IV, which shall be titled "Smoking in Public Places and Places of Employment," and contained in Chapter 16, "Environment." The exhibit is incorporated herein by reference. The effective date shall be twelve noon January 1, 2007. Notwithstanding the effective date for the ordinance as a whole, the effective date for provisions relating to parades and special events shall apply to the 2006 Christmas Parade.

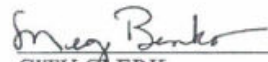
**Section 3. Codification**

The Municipal Code Corporation as codifier of the City Code shall in consultation with the City Attorney have discretion to make such adjustments in the numbering and sequencing of the article numbers and section numbers as will reasonably assure compliance with standard practices in codification and to codify the new provisions as soon as feasible after their effective dates.

DONE THIS 30TH DAY OF OCTOBER 2006.

  
\_\_\_\_\_  
MAYOR

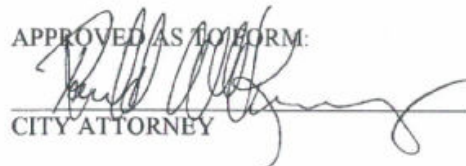
ATTEST:

  
\_\_\_\_\_  
CITY CLERK

REVIEWED:

  
\_\_\_\_\_  
CITY MANAGER

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY

**EXHIBIT**

**SECTION 1. Findings and Determinations.** The City Council (the "Council") of the City of Greenville, South Carolina, hereby finds and determines:

(a) The City of Greenville, South Carolina (the "City"), is an incorporated municipality located in Greenville County, South Carolina, and as such possesses all powers granted to municipalities by the Constitution and the laws of the State of South Carolina, including the powers enumerated in S.C.Code § 5-7-30 (2005 Supp) relating to regulating streets, markets, and public health.

(b) Numerous studies have found that tobacco smoke is a major contributor to indoor air pollution, and that breathing second hand smoke (also known as environmental tobacco smoke) is a cause of disease in healthy nonsmokers, including heart disease, stroke, respiratory disease, and lung cancer. The National Cancer Institute has determined that secondhand smoke is responsible for the early deaths of up to 65,000 Americans annually. (National Cancer Institute (NCI), "Health effects of exposure to environmental tobacco smoke: the report of the California Environmental Protection Agency. Smoking and Tobacco Control Monograph 10," Bethesda, MD: National Institutes of Health, National Cancer Institute (NCI), August 1999.). The Surgeon General has declared that (i) secondhand smoke causes disease and premature death in nonsmokers exposed to smoke; (ii) children exposed to secondhand smoke have an increased risk for sudden death syndrome, acute respiratory infections, ear problems, and more severe asthma; (iii) adults exposed to secondary smoke have a higher risk of coronary heart disease and lung cancer; (iv) there is no safe level of exposure to second hand smoke; and (v) separating smoking and non smoking sections of indoor areas does not sufficiently remove the threats of secondhand smoke in enclosed areas.

(c) A significant amount of second hand smoke exposure occurs in the workplace. Employees who work in smoke-filled businesses suffer a 25-50% higher risk of heart attack and higher rates of death from cardiovascular disease and cancer, as well as increased acute respiratory disease and measurable decrease in lung function. (Pitsavos, C.; Panagiotakos, D.B.; Chrysohou, C.; Skoumas, J.; Tzioumis, K.; Stefanadis, C.; Toutouzas, P., "Association between exposure to environmental tobacco smoke and the development of acute coronary syndromes: the CARDIO2000 case-control study," *Tobacco Control* 11(3): 220-225, September 2002.)

(d) Smoke-filled workplaces result in higher worker absenteeism due to respiratory disease, lower productivity, higher cleaning and maintenance costs, increased health insurance rates, and increased liability claims for diseases related to exposure to secondhand smoke. ("The high price of cigarette smoking," *Business & Health* 15(8), Supplement A: 6-9, August 1997.)

(e) Certain outdoor events, such as parades, festivals, and other public gatherings, result in nonsmokers finding themselves in close proximity to smokers ~~can result in having similar persons who are smoking~~ can reasonably be seen to have the same effects of exposure as when nonsmokers are exposed to smoke in the same enclosed space. Lighted cigarettes, cigars, and pipes of people standing or sitting in close proximity have the potential of burning those with

whom they inadvertently come into direct contact and making the air quality and peaceful enjoyment of outdoor events unreasonably restricted for nonsmokers.

(f) When there is a presence of second hand smoke in enclosed spaces or in outside areas where there is a public gathering resulting in people being in close proximity in places that are otherwise open to the public at large inevitably results in persons who do not smoke being forced to bear unwarranted health risks and inappropriate deprivation of peaceful enjoyment of the premises to which they have been invited or permitted to enter, even when steps have been taken to separate "smoking" and "nonsmoking" areas within the confined space.

(g) The City recognizes that smoke creates a danger to the health and safety of the public at large and that, in order to protect the health and welfare of the public, it is necessary to restrict smoking in the manner provided for in this ordinance (the "Ordinance").

**SECTION 2. Definitions.** Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall, for all purposes of this Ordinance and other documents herein referenced, have the meanings herein specified. Definitions shall be equally applicable to both the singular and plural forms of any of the terms herein defined.

"Bar" shall mean an establishment that is devoted to the serving of alcoholic beverages for consumption by guests on the premises and in which the serving of food is only incidental to the consumption of those beverages, including but not limited to, taverns, nightclubs, cocktail lounges, and cabarets.

"Business" shall mean a sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are offered for sale; professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered; and private clubs.

"Employee" shall mean a person who is employed by an employer in consideration for direct or indirect monetary wages, commission, goods or services in kind or like compensation, and it shall also mean a person who volunteers his or her services for a non-profit entity.

"Employer" means a person, business, partnership, association, corporation, including a municipal corporation, trust, or non-profit entity that employs the services of one or more individual persons.

"Enclosed Area" means all space between a floor and ceiling that is enclosed on all sides by walls or windows (exclusive of doorways), which extend from the floor to the ceiling, including stationary structures and mobile public conveyances; Parking structures and other facilities having only partial exterior walls but otherwise enclosed by ceilings and floors shall also be included in this definition.



"Health Care Facility" means an office or institution providing care or treatment of persons having diseases, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes (except as otherwise permitted herein), homes for the aging or chronically ill, laboratories, and offices of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semiprivate rooms, and wards within health care facilities.

"Place of Employment" means an area under the control of a public or private employer that employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, and vehicles. A private residence is not a "place of employment" for purposes of this ordinance unless it is used as a child care, adult day care, or health care facility. Nor is a private passenger motor vehicle a "place of employment" when used in the performance of employment responsibilities, provided it is not being used a public conveyance.

"Private Club" means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes, or for purposes of benefiting particular club members and their guests, which is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose, but not for pecuniary gain, and which only sells alcoholic beverages incidental to its operation. The affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established bylaws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501. Establishments which are in fact operating as bars, restaurants, or entertainment venues primarily for the pecuniary benefit of the owner, or chief operating officer, or other person having substantial control shall not be treated as Private Clubs under this ordinance.

"Public Place" means an area to which the public is invited or to which the public is permitted to have access, including but not limited to, banks, bars, educational facilities, health care facilities, hotel and motel lobbies, laundromats, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, theaters, waiting rooms, sports arena, stadiums and ball parks. A private club is a "public place" when being used for a function to which the general public is allowed entry. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility.

"Restaurant" means an eating establishment, including but not limited to, coffee shops, cafeterias, sandwich stands, ice cream parlors, and private and public school cafeterias, which gives or offers for sale food to the public, guests, or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term "restaurant" shall include a bar area within the restaurant.

"Retail Tobacco Store" means a retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental. The term specifically includes cigar bars, which are establishments licensed for the on premises sale of beer, wine, and alcoholic beverages as well as some food service, but the term does not include any establishment which is primarily a bar or restaurant and which undertakes to make retail offerings of tobacco products as a means of circumventing the purposes of this ordinance.

"Service Line" means an indoor line in which one (1) or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money.

"Shopping Mall" means an enclosed public plaza, promenade, walkway, or hall area that serves to connect retail or professional establishments.

"Smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other lighted tobacco product in any manner or in any form.

"Sports Arena" means sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys, and other similar places where members of the general public assemble to engage in physical exercise, participate in athletic competition, or witness sports or other events.

SECTION 3. Application to City-Owned Facilities and Vehicles. All enclosed facilities, buildings, and vehicles owned, leased, or operated by the City shall be subject to the provisions of this Ordinance.

SECTION 4. Prohibition of Smoking in Enclosed Public Places. Smoking shall be prohibited in all enclosed public places within the City, including but not limited to, the following places:

- A. Galleries, libraries, and museums.
- B. Areas available to and customarily used by the general public in businesses and non-profit entities patronized by the public, including but not limited to, professional offices, banks, laundromats, hotels, and motels.
- C. Bars.
- D. Bingo facilities
- E. Convention facilities, conference centers, and exhibition halls.
- F. Educational facilities, both public and private.
- G. Elevators.

- H. Health care facilities.
- I. Hotel and motel lobbies.
- J. Licensed child care and adult day care facilities.
- K. Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities.
- L. Polling places.
- M. Private clubs when being used for a function to which the general public is invited.
- N. Public transportation facilities, including buses and taxicabs, and ticket, boarding, and waiting areas of public transit depots.
- O. Restaurants.
- P. Restrooms, lobbies, reception areas, hallways, and other common-use areas.
- Q. Retail stores.
- R. Rooms, chambers, places of meeting or public assembly, including school buildings.
- S. Service lines.
- T. Shopping malls.
- U. Sports arenas.
- V. Theaters, performance halls, lecture halls, and similar facilities, inclusive of lobbies, audience seating areas, dressing rooms, projections booths, back stage areas, and the stage, but excluding smoking on stage when it is an integral part of a theatrical performance.

SECTION 5. Prohibition of Smoking in Places of Employment.

A. Smoking shall be prohibited in all enclosed areas within places of employment without exception, including but not limited to common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, vehicles used for the conveyance of the public, but not

including vehicles used in performing employment responsibilities when the sole occupants and users are person who smoke.

B. This prohibition on smoking shall be communicated by employers to all existing employees by the effective date of this Ordinance and to all prospective employees upon their application for employment.

SECTION 6. Prohibition of Smoking in Certain Outdoor Areas. Smoking shall also be prohibited in certain outdoor areas when the use involves a gathering of the public, regardless of the number actually assembled for the event, performance, or competition. This prohibition shall apply to:

- A. Amphitheaters
- B. Ball parks and stadiums when in use for athletic competitions or public performances
- C. Parades and special events on public streets and City property, although the City Manager has the discretion, but not the obligation, to establish designated smoking areas in or in proximity to the parade or event area.
- D. Dining areas in encroachment areas on public sidewalks, plazas, and parks and dining areas on decks, balconies, and patios of restaurants and bars.
- E. Zoos

SECTION 7. Reasonable Distance of Entry and Outdoor Area. Smoking is prohibited within a distance of ten (10) feet from any entry into an enclosed area where smoking is prohibited, so as to insure that tobacco smoke does not enter the area through entrances, windows, ventilation systems, or other means. Smoking is also prohibited within ten (10) feet of the boundary of the outdoor areas where smoking is prohibited. Persons who have begun smoking prior to approaching the ten (10) foot distance may continue doing so, provided they do not stop, stand, sit, or linger within the ten (10) foot distance.

SECTION 8. Where Smoking Not Regulated. Notwithstanding any other provision of this Ordinance to the contrary, the following areas shall be exempt from the provisions of Sections 4, 5, and 6 of this Ordinance:

- A. Private residences, except when used as a licensed child care, adult day care, or health care facility.
- B. Hotel and motel rooms that are rented to guests and are designated as smoking rooms; provided, however, that not more than twenty percent (20%) of rooms rented to guests in a hotel or motel may be so designated. All smoking rooms on the same floor must be contiguous and smoke from these rooms must not infiltrate into areas where smoking is prohibited under the provisions of this Ordinance.

The status of rooms as smoking or nonsmoking may not be changed, except to add additional nonsmoking rooms.

- C. Retail tobacco stores; provided that smoke from these places does not infiltrate into areas where smoking is prohibited under the provisions of this Ordinance.
- D. Private and semiprivate rooms in nursing homes and long-term care facilities that are occupied by one (1) or more persons, all of whom are smokers and have requested in writing to be placed in a room where smoking is permitted; provided that smoke from these places does not infiltrate into areas where smoking is prohibited under the provisions of this Ordinance.
- E. Private clubs that have no employees, except when being used for a function to which the general public is admitted.
- F. Outdoor areas of places of employment except those covered by the provisions of Section 6 and Section 7 of this Ordinance.

SECTION 9. Declaration of Establishment as Nonsmoking. Notwithstanding any other provision of this Ordinance, an owner, operator, manager, or other person in control of an establishment, facility, or outdoor area may declare that entire establishment, facility, or outdoor area as a nonsmoking place. Smoking shall be prohibited in any place in which a sign conforming to the requirements of Section 10(A) is posted.

SECTION 10. Posting of Signs.

A. "No Smoking" signs or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly and conspicuously posted in every public place and place of employment where smoking is prohibited by this Ordinance, by the owner, operator, manager, or other person in control of that place.

B. Every public place and place of employment where smoking is prohibited by this Ordinance shall have posted at every entrance a conspicuous sign clearly stating that smoking is prohibited.

C. All ashtrays shall be removed from any area where smoking is prohibited by this Ordinance by the owner, operator, manager, or other person having control of the area.

SECTION 11. Nonretaliation; Nonwaiver of Rights.

A. No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant, or customer exercises any rights afforded by this Ordinance or reports or attempts to prosecute a violation of this Ordinance.

B. An employee who works in a setting where an employer allows smoking does not waive or otherwise surrender any legal rights the employee may have against the employer or any other party.

SECTION 12. Enforcement.

A. This Ordinance shall be enforced by the office of the City Manager or an authorized designee.

B. Notice of the provisions of this Ordinance shall be given to all applicants for a business license in the City.

C. Any citizen who desires to register a complaint under this Ordinance may initiate enforcement with the office of the City Manager.

D. The Building Codes Division, Fire Department, or their designees shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance with this Ordinance.

E. An owner, manager, operator, or employee of an establishment regulated by this Ordinance shall inform persons violating this Ordinance of the appropriate provisions thereof.

F. Notwithstanding any other provision of this Ordinance, an employee or member of the public may bring legal action against a person, business, or organization in violation of this Ordinance to enforce this Ordinance.

G. In addition to the remedies provided by the provisions of this Section, the City or any person aggrieved by the failure of the owner, operator, manager, or other person in control of a public place or a place of employment to comply with the provisions of this Ordinance may apply for injunctive relief to enforce those provisions in any court of competent jurisdiction.

SECTION 13. Violations and Penalties.

A. A person who smokes in an area where smoking is prohibited by the provisions of this Ordinance shall be guilty of an infraction, punishable by a fine not exceeding fifty dollars (\$50).

B. A person who owns, manages, operates, or otherwise controls a public place or place of employment and who fails to comply with the provisions of this Ordinance shall be guilty of an infraction, punishable by:

1. A fine not exceeding one hundred dollars (\$100) for a first violation.
2. A fine not exceeding two hundred dollars (\$200) for any subsequent violation within one (1) year.

C. In addition to the fines established by this Section, repeated violations of this Ordinance by a person who owns, manages, operates, or otherwise controls a public place or place of employment may result in the suspension or revocation of any occupancy permit or business license issued to the person for the premises on which the violation occurred.

D. Violation of this Ordinance is hereby declared to be a public nuisance, which may be abated by the City by restraining order, preliminary and permanent injunction, or other means provided for by law, and the City may take action to recover the costs of the nuisance abatement.

E. Each day of a continuing violation of this Ordinance shall be considered a separate and distinct offense.

SECTION 14. Public Education. The City shall engage in a continuing program to explain and clarify the purposes and requirements of this Ordinance to citizens affected by it, and to guide owners, operators, and managers in their compliance with it. The program may include publication of a brochure for affected businesses and individuals explaining the provisions of this Ordinance.

SECTION 15. Governmental Agency Cooperation. The City shall annually request other governmental and educational agencies having facilities within the City to establish local operating procedures in cooperation and compliance with this Ordinance. This includes urging all Federal, State, County, City, and School District agencies to update their existing smoking control regulations to be consistent with the current health findings regarding secondhand smoke.

SECTION 16. Other Applicable Laws. This Ordinance shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

SECTION 17. Interpretation for Intent. It is the intent of Council to prohibit smoking whenever the private choice of smoking intrudes or has the capacity to intrude upon the right of persons concerned about protecting their own rights to be free from the hazards and inconvenience of second hand smoke in places where they work, stand, sit, walk, dine, drink, read, study, or engage in entertainment and recreation. All provisions shall be construed to achieve these purposes.

SECTION 18. Severability. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 19. Effect of Section Headings. The headings or titles of the several Sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Ordinance.

AN ORDINANCE

TO AMEND THE CODE OF THE TOWN OF SULLIVAN'S ISLAND, SOUTH CAROLINA, CHAPTER 14, BY ADDING A NEW SECTION 29 THEREIN, ESTABLISHING REGULATIONS AND REQUIREMENTS RELATING TO SMOKING OF TOBACCO PRODUCTS IN THE TOWN OF SULLIVAN'S ISLAND.

BE IT ORDAINED BY THE MAYOR AND COUNCIL MEMBERS OF SULLIVAN'S ISLAND, IN CITY COUNCIL ASSEMBLED:

**Section 1:** The Code of the Town of Sullivan's Island is hereby amended by creating a new Section 14-29, which shall read as follows:

(A) **Findings.** As an incident to the adoption of this Ordinance, the Town Council ("Town Council") of the Town of Sullivan's Island, South Carolina (the "Town") makes the following findings:

(1) Secondhand smoke as defined herein includes both smoke exhaled and smoke from the end of a burning cigarette, cigar or pipe; and includes a complex mixture of nearly 5,000 chemical compounds, including 43 chemicals that are known human carcinogens; and

(2) The health consequences of involuntary smoking have been reported by the U.S. Surgeon General to be a cause of disease, including lung cancer, in healthy non-smokers; and

(3) The U.S. Surgeon General has concluded that a simple separation of smokers and non-smokers within the same airspace does not eliminate the exposure of non-smokers; and

(4) Secondhand smoke has been classified by the Environmental Protection Agency (EPA) as a known cause of cancer in humans (Group A Carcinogen) like asbestos, arsenic, hexavalent chromium; and

(5) The National Institutes of Health, Centers for disease Control and Prevention, National Toxicology Program, Report on Carcinogens and the International Agency for Research and Cancer have all reported that secondhand smoke is a human carcinogen; and

(6) Numerous medical and scientific studies show substantial levels of exposure to secondhand smoke among the United States population, and over the past two decades, the health hazards resulting from exposure to secondhand smoke have been increasingly recognized; and

(7) Secondhand smoke inhaled by a pregnant woman can increase the risk for low weight babies; and

(8) Exposure to secondhand smoke by children leads to decreased lung function, asthma, pneumonia, ear infections, bronchitis and even sudden infant death syndrome; and

(9) Exposure to secondhand smoke nearly doubles the risk of heart attack; and

(10) 460,000 annual deaths in the United States directly attributed to tobacco use, of which 55,000 are involuntary tobacco users; and



(11) Workplaces have been shown to be locations of significant exposure to secondhand tobacco smoke by employees working in the Town of Sullivan's Island; and

(12) Both the Public Health Services National Toxicology Program and the World Health Organizations' International Agency for Research on Cancer identify secondhand smoke as a human Class A carcinogen and state that there is no safe level of exposure; and

(13) There are laws, ordinances and regulations in place that protect workers from other environmental hazards, including Class A carcinogens, asbestos, arsenic and benzene, but none which regulate exposure to secondhand smoke; and

(14) Prohibiting smoking in the workplace increases public awareness of the negative health effects of smoking, reduces the social acceptability of smoking and reduces harm to children and other nonsmokers; and

(15) The South Carolina General Assembly at Section 44-95-10 et seq. (the "Clean Indoor Air Act of 1990") imposed certain limitations on smoking. For example, it limited smoking in Government Buildings (the definition of which includes Town-owned buildings) except where the owner of such building shall designate smoking areas.

Town Council has now determined that additional regulation of smoking in areas beyond those addressed in the Clean Indoor Air Act of 1990 is appropriate in furtherance of its duty to protect the health of its citizens and employees in the workplace and therefore enacts this ordinance.

**(B) Intent.** Town Council finds that it is in the best interest of the people of this Town to protect nonsmokers from involuntary exposure to secondhand smoke in the workplace. Therefore, Town Council declares that the purpose of this act is to preserve and improve the health, comfort and environment of the people of this Town by limiting exposure to tobacco smoke in the workplace.

**(C) Definitions**

(1) "Employee" means any person who performs services for an employer in return for wages, profit or other valuable consideration.

(2) "Employer" means any person, partnership, association, corporation, trust, school, college, university or other educational institution, nonprofit entity or other organization, including any public or private employer, any manager, supervisor, and all other persons charged with control, supervision, and operation of any Work Place, Work Space, or Work Spaces as defined herein, that employs 1 or more persons.

(3) "Enclosed" means a space bounded by walls (with or without windows), and enclosed by doors, including but not limited to, offices, rooms, foyers, waiting areas and halls.

(4) "Secondhand smoke" is the complex mixture formed from the escaping smoke of a burning tobacco product (termed as "sidestream smoke") and smoke exhaled by the smoker. Exposure to secondhand smoke is also frequently referred to as "passive smoking," "secondhand smoking" or "involuntary smoking".

(6) "Police Department" means the Town of Sullivan's Island Police Department.

(7) "Public building" means any building owned, operated or leased by the Town.

(8) "Retail Tobacco Store" means any establishment which is not required to possess a retail food permit whose primary purpose is to sell or offer for sale to consumers, but not for resale, tobacco products and paraphernalia, in which the sale of other products is merely incidental, and in which the entry of persons under the age of eighteen (18) is prohibited at all times.

(9) "Smoking" means the inhaling, exhaling, burning, lighting or carrying of a lighted cigarette, cigar, pipe, or similar device or any other lighted tobacco product.

(10) "Smoking Materials" includes cigars, cigarettes and all other manner of smoking devices intended to be used for the purpose of inhaling, burning, carrying or exhaling lighted tobacco products.

(11) "Workplace" means any enclosed indoor area, structure, building or facility or any portion thereof at which one (1) or more employee(s) perform services for their employer, including but not limited to: retail food stores; retail stores; restaurants; bars; cabarets, cafes; public or private clubs; pool halls and bowling alleys.

(12) "Work Space or work Spaces" means any enclosed area occupied by an employee during the course of his or her employment, including but not limited to: offices, customer service areas; common areas; hallways; waiting areas; restrooms; lounges and eating areas.

**(D) Prohibition of Smoking in the Workplace.**

(1) The employer shall provide a smoke free environment for all employees working in all Work Space, Work Spaces and Work Places as those terms are defined herein. Further, the employer and all employees shall prohibit any persons present in said Work Space, Work Spaces and Work Places from smoking tobacco products therein.

(2) Smoking shall be prohibited in all Work Space, Work Spaces and Work Places in a workplace. This includes all common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, hallways, medical facilities, cafeterias, employee lounges, staircases, restrooms and all other enclosed areas in the workplace.

**(E) Smoking Restrictions Inapplicable.** In providing for the inapplicability of this section to the following subsections (1) through (7), it is specifically recognized that such locations are addressed in the Clean Indoor Air Act, enacted by the General Assembly of South Carolina and codified in South Carolina Code section 44-95-10, et. seq. Therefore, this section shall not apply to:

(1) Public schools and preschools where routine or regular kindergarten, elementary, or secondary educational classes are held including libraries;

(2) All other indoor facilities providing children's services to the extent that smoking is prohibited in the facility by federal law and all other child day care facilities, as defined in Section 20-7-2700, which are licensed pursuant to Subarticle 11, Article 13, Chapter 7, of Title 20 of the South Carolina Code;

(3) Health care facilities as defined in South Carolina Code Section 44-7-130;

(4) Government buildings as defined in South Carolina Code Section 44-95-20(4), except to the extent regulation by the City is authorized therein;

(5) Elevators;

(6) Public transportation vehicles, except for taxicabs;

(7) Arenas and auditoriums of public theaters or public performing art centers;

(F) **Exceptions.** Notwithstanding the provisions of Section D herein, smoking may be permitted in the following places and/or circumstances:

(1) Private residences;

(2) Hotel, motel, inn, bed and breakfast and lodging home rooms that are rented to guests, designated as "smoking rooms" ("Rooms") provided that the total percentage of such Rooms does not exceed 25% in such establishment. A Room so designated shall have signs posted indicating that smoking is allowed therein;

(3) Retail Tobacco Stores as defined herein;

(4) Religious ceremonies where smoking is part of the ritual.

(G) **Posting of Signs.** The owner, manager or person in control of an establishment or area in which smoking is prohibited pursuant to this section shall post a conspicuous sign at the main entrance to the establishment or area. The sign shall contain the words "No Smoking" and the universal symbol for no smoking.

(H) **Reasonable Distance.** Smoking outside a Work Space, Work Spaces and Work Places, and any other indoor area where smoking is prohibited shall be permitted, provided that tobacco smoke does not enter the Work Space, Work Spaces and Work Places through entrances, windows, ventilation systems or other means.

(I) **Jurisdiction, Enforcement and Penalties.**

(1) The Municipal Court of the Town of Sullivan's Island shall have jurisdiction over prosecuting violations of the provisions of this section.

(2) The Police and Fire Departments shall enforce the provisions of this section. In addition, designated code enforcement employees of the Town shall have the power to enforce the provisions of this section.

(3) Any person who violates any provision of this section shall be subject to a fine of \$500 and/or 30 days in jail.

(J) **Severability.** If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

(K) **Non-Retaliation.** No person or employer shall discharge, refuse to hire, refuse to serve or in any manner retaliate or take any adverse personnel action against any employee, applicant, customer or person because such employee, applicant, customer or person takes any action in furtherance of the enforcement of this section or exercises any right conferred by this section.

(L) **Conflict with Other Laws, Ordinances or Regulations.** Nothing in this section shall be deemed to amend or repeal any applicable fire, health or other, law, ordinance or regulation so as to permit smoking in areas where it is prohibited by such applicable fire, health or other law, ordinance or regulation.

(M) **Waivers.**

(1) Any employer, owner, manager or other person having control of a workplace subject to this section may apply to the Town of Sullivan's Island's Director of the Department of Budget, Finance and Revenue Collection or his designee for a waiver of any provision of this regulation for a period not to exceed ninety (90) days.

(2) All waivers shall be submitted to Town of Sullivan's Island's Director of the Department of Budget, Finance and Revenue Collection or his designee, on an application form provided by such Director along with a \$100 non-refundable filing fee.

(3) The decision to grant such a waiver shall be in the sole discretion of Town of Sullivan's Island's Director of the Department of Budget, Finance and Revenue Collection or his designee, based upon his determination that such waiver is in the public interest. In do determining, the Town of Sullivan's Island's Director of the Department of Budget, Finance and Revenue Collection or his designee may take into account, but is not limited to the following:

- (a) The efforts that the employer, owner, manager or other person having control of a workplace has made toward compliance with this section;
- (b) Whether or not the workplace will be in compliance with all terms of this section within ninety (90) days; and
- (c) Whether or not the granting of the waiver will result in an appreciable danger to the health of the public.

(4) No employer, owner, manager or other person having control of a workplace shall be granted more than one (1) waiver.

**Section 2:** This Ordinance shall become effective within thirty (30) days of its ratification.

Ratified in Town Council this  
\_\_\_\_ day of \_\_\_\_\_, 2006

By: \_\_\_\_\_  
Mayor, Town of Sullivan's Island

ATTEST:

By: \_\_\_\_\_  
Clerk of Council