



RICHLAND COUNTY COUNCIL

DEVELOPMENT AND SERVICES COMMITTEE

Julie-Ann Dixon	Bill Malinowski	Norman Jackson (Chair)	Jim Manning	Seth Rose
District 9	District 1	District 11	District 8	District 5

JULY 23, 2013

5:00 PM

2020 Hampton Street

CALL TO ORDER

APPROVAL OF MINUTES

1. Regular Session: June 25, 2013 [PAGES 3-6]

ADOPTION OF AGENDA

ITEMS FOR ACTION

2. Ordinance Amendment for Town of Irmo Roadway Maintenance [PAGES 7-27]
3. Community Use of County Facilities [PAGES 28-37]
4. Bagging Yard Debris in Solid Waste Collection Service Areas 2 and 6 [PAGES 38-42]

5. Exploration of Water and/or Sewer Service Expansion in Unincorporated Richland County [PAGES 43-54]
6. Amend Section 6-84, Boarded-up Structures, so as to include commercial structures; and change the name of the “Unsafe Housing Division” to the “Unsafe Structures Division” [PAGES 55-62]
7. Adopt and Codify the 2011 and 2012 Editions of the National and the International Codes [PAGES 63-69]
8. Acquisition of Unclaimed Land within Undeveloped Right of Ways for Devils Ditch Maintenance Access and Enhancement [PAGES 70-74]
9. Termination of the Restrictive Covenants for the Private Driveway Subdivision - Murray Lancaster Estates [PAGES 75-100]
10. Codify Property Maintenance Regulations [PAGES 101-107]

ADJOURNMENT



Special Accommodations and Interpreter Services

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

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

Richland County Council Request of Action

Subject

Regular Session: June 25, 2013 [**PAGES 3-6**]

Reviews

MINUTES OF



**RICHLAND COUNTY COUNCIL
DEVELOPMENT AND SERVICES COMMITTEE
TUESDAY, JUNE 25, 2013
5:00 P.M.**

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

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MEMBERS PRESENT

- Chair: Norman Jackson
- Member: Julie-Ann Dixon
- Member: Bill Malinowski
- Member: Seth Rose

Absent: Jim Manning

ALSO PRESENT: Paul Livingston, Torrey Rush, Damon Jeter, Greg Pearce, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Justine Jones, John Hixon, David Hoops, Geo Price, Bill Peters, Tracy Hegler, Amelia Linder, Michelle Onley

CALL TO ORDER

The meeting started at approximately 6:00 p.m.

APPROVAL OF MINUTES

April 23, 2013 (Regular Session) – Ms. Dixon moved, seconded by Mr. Rose, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

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

ITEMS FOR ACTION

Ordinance Amendment for Town of Irmo Roadway Maintenance – Mr. Malinowski moved, seconded by Mr. Rose, to defer this item until the July Committee meeting. The vote in favor was unanimous.

Community Use of County Facilities – Ms. Dixon moved, seconded by Mr. Malinowski, to defer this item until the July Committee meeting.

Department of Public Works Purchase of Small Motor Grader for Asphalt Crew – Mr. Malinowski moved, seconded by Ms. Dixon, to forward to Council a recommendation to approve the request to purchase the NorAm 65E Compact Motor Grader for the Roads and Drainage Division's Asphalt Crew. The vote in favor was unanimous.

Department of Public Works Purchase of Volvo G930B Motor Grader for Drainage Division – Mr. Malinowski moved, seconded by Ms. Dixon, to forward to Council a recommendation to approve the State contract purchase of the Volvo G930B motor grader in the amount of \$167,260.00 from ASC Volvo. The vote in favor was unanimous.

Sunnyside Drainage Ditch Capital Improvement Project Right-of-Way Purchase and Transfer – Ms. Dixon moved, seconded by Mr. Rose, to forward to Council a recommendation to approve the purchase of four Right of Way acquisitions on properties located at 3146 Grace Hill Road, 1400 Sunnyside Drive, 3303 Maiden Lane, and 1343 Sunnyside Drive for County to be able to perform Sunnyside drainage improvement projects so as to improve drainage and water quality in the region. It is also being recommended to approve the transfer of the purchased ROW to SCDOT once the project stands complete for future maintenance. The vote was in favor.

Review Priority Investment Areas in Council District One – Ms. Dixon moved, seconded by Mr. Rose, to forward to Council a recommendation to defer until the Comprehensive Plan has been updated so that all Council districts may be included in the review of the Priority Investment Areas. The vote was in favor.

Review Categorizing Zoning Districts that allow for more "sub-categories" in the various districts and eliminate general categories – Mr. Malinowski moved, seconded by Mr. Rose, to forward to Council a recommendation to defer until the Comprehensive Plan has been updated and to direct staff to submit a completion schedule. The vote in favor was unanimous.

Residential Parking Permits in Portions of Olympia and Neighboring Communities – Mr. Rose, moved seconded by Mr. Malinowski, to forward to Council a recommendation to approve the request to ask staff to explore residential parking permits for the County portions of Olympia and neighboring communities. The vote in favor was unanimous.

Hold Workshop with SCDOT re: Transportation Penny IGA – Mr. Malinowski moved, seconded by Ms. Dixon, to forward to Council a recommendation to approve the request to hold a work session with the SCDOT regarding the Transportation Penny IGA after the Transportation Penny Director and SCDOT formulate a draft/proposed IGA. The vote in favor was unanimous.

2013 National Aviation Week Proclamation – Mr. Malinowski moved, seconded by Mr. Rose, to forward to Council a recommendation to approve the request to proclaim August 18-24, 2013 as 2013 National Aviation Week in Richland County. The vote in favor was unanimous.

Staff Recognition for Wellness Efforts – Mr. Malinowski moved, seconded by Mr. Rose, to forward to Council a recommendation to invite Golden Apple Award winners and participants in the “Healthy in 12” program to attend a County Council meeting and recognize them by name. The vote in favor was unanimous.

Petition to Close a Portion of Pinner Road – Mr. Malinowski moved, seconded by Ms. Dixon, to forward to Council a recommendation to approve the closing of a portion of Pinner Road with the stipulation that emergency vehicle access must be assured. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 5:42 p.m.

Submitted by,
Norman Jackson, Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

Ordinance Amendment for Town of Irmo Roadway Maintenance [PAGES 7-27]

Reviews

Richland County Council Request of Action

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

A. Purpose

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

B. Background / Discussion

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

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

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

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

C. Legislative / Chronological History

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

D. Financial Impact

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

E. Alternatives

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

F. Recommendation

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

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

G. Reviews

Finance

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

Public Works

Reviewed by: David Hoops	Date: 3/22/13
<input type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
<input checked="" type="checkbox"/> Recommend Council Discretion	
Comments regarding recommendation: This request could result in increased future maintenance costs.	

Legal

Reviewed by: Elizabeth McLean	Date: 3/22/13
<input type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation: Policy decision left to Council’s discretion. It appears as though Lexington’s standards are not quite as stringent as ours, which could over time potentially lead to more liability for accidents due to road flaws. I assume that our ordinances were passed to protect the health, safety and welfare of the citizens of Richland County and it seems somewhat counterintuitive to exempt out the Town of Irmo from those protections.	

Administration

Reviewed by: Sparty Hammett	Date: 3/22/13
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✓ Recommend Council approval

Recommend Council denial

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

RECEIVED
OCT 11 2007

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

Section I - County Responsibilities

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

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

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

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

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

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

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

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

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

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

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

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

Section II - Municipal Responsibilities

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

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

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

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

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

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

Section III - Funding

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

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

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

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

Section IV - Capital Drainage Improvements

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

ARTICLE 2 - NPDES STORMWATER PERMIT COVERAGE

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

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

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

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

Section I- Obligation to Comply with Permit

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

ARTICLE 3 - GENERAL

Section I- Severability

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

Section II- Successors and Assigns

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

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

Section III - Extension of Authority

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

Section IV - Termination by the County

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

Section V- Termination by the Municipality

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

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

Section VI- Insurance

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

Section VII- Duration

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

Section VIII- Previous Agreements

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

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

as heretofore duly authorized on the date first above written.

WITNESSES:

Debra Keating
Tony McDonald

John L. Gibbons
[Signature]

COUNTY OF RICHLAND

By: [Signature]
Milton Pope
County Administrator

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

TOWN OF IRMO

By: [Signature]
John L. Gibbons
Mayor

Appendix 2

Sec. 21-6. Standards for streets and drainage.

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

(b) **Streets:** The minimum acceptable street is a paved street designed and constructed in accordance with the standards adopted by the County Engineer; provided, however, that an exception may be allowed whenever the County Council deems that the variance in design is minimal or of such nature that it will not otherwise pose an undue burden or risk upon the County. Where determined necessary and in the sole discretion of the County Council, the County, with the agreement of those property owners served by such roadway, may consent to accept a roadway with special conditions as to any particular non-conforming aspects with regard to county road standards. Only those streets located in subdivision developments where individually owned lots front directly on the street rights-of-way will be accepted by the County. This will apply to residential, commercial and industrial subdivisions. Streets and drainage systems serving group developments such as shopping centers, apartment complexes, condominiums and mobile home parks will not be accepted for maintenance by Richland County.

(c) **Storm drainage:** Drainage systems will be designed and constructed in accordance with Chapter 26, Article VIII, of the Richland County Code of Ordinances, and the standards adopted by the County Engineer.

(d) **Specifications:** Materials and construction of streets and drainage systems will be in accordance with the applicable sections of the current edition of the Standard Specifications for Highway Construction published by South Carolina Department of Transportation, except where specifically noted otherwise in the standards adopted by the County Engineer.

(e) **Acceptance:** County acceptance of new streets and drainage systems shall be accomplished through the acceptance of easement and right-of-way deeds. The County accepts no responsibility for the streets or drainage system until the easement documents or deeds are executed by both parties and recorded.

(f) **Warranty:** As a prerequisite to the County's acceptance of new streets and drainage systems, the grantor (developer) shall provide a warranty to the County for a period of one (1) year. The warranty shall pertain to the design and construction of the streets and drainage system in accordance with these standards and their satisfactory performance during the warranty period. The warranty period shall commence with the County's formal acceptance of the roads and drainage system. The grantor is not responsible for repairing damage done to the roads subsequent to acceptance that was not a result of design or construction failure.

(g) **Inspection fee:** The grantor (developer) is responsible for the costs associated with providing all quality control/quality assurance testing and inspections required during construction of new roads and the associated drainage systems to ensure compliance with the applicable design

and construction standards. The County Engineers office is authorized to retain independent engineering or geotechnical consultants to perform all or part of the inspections and testing on behalf of the County. An inspection fee, sufficient to cover the Countys cost for inspection and testing, will be established and collected as a prerequisite for a developers receiving construction plan approval for any new subdivision streets. All fees collected will be deposited into an account set up specifically for payment of inspection and testing costs incurred by the County.

(Code 1976, § 8-1024; Ord. No. 388-77, 4-20-77; Ord. No. 2372-93, § I, 11-16-93; Ord. No. 015-98R, 5-5-98; Ord. No. 005-03HR, § I, 1-21-03; Ord. No. 095-05HR, § I, 10-3-06)

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

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

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY COUNCIL

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

ATTEST THIS THE _____ DAY
OF _____, 2013.

Michelle M. Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:
Second Reading:

Item# 2

Public Hearing:
Third Reading:

Item# 2

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

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

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

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

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

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

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

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

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

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

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

Section II – Municipal Responsibilities

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

Section III – Funding

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

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

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

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

Section IV – Capital Drainage Improvements

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

ARTICLE 2 – NPDES STORMWATER PERMIT COVERAGE

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

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

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

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

Section I – Obligation to Comply with Permit

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

ARTICLE 3 – GENERAL

Section I – Severability

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

Section II – Successors and Assigns

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

Section III – Extension of Authority

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

Section IV – Termination by the County

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

Section V – Termination by the Municipality

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

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

Section VI – Insurance

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

Section VII – Duration

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

Section VIII – Previous Agreements

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

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

WITNESSES:

COUNTY OF RICHLAND

By: _____
Tony McDonald
County Administrator

TOWN OF IRMO

By: _____
Hardy King
Mayor

Richland County Council Request of Action

Subject

Community Use of County Facilities [PAGES 28-37]

Reviews

Richland County Council Request of Action

Subject: Community Use of County Facilities

A. Purpose

County Council is requested to approve a policy for the use of County facilities.

B. Background / Discussion

In the past, communities and community organizations have requested use of County facilities for various functions, including the use of parking lots. The County Administration has considered these on a case-by-case basis. For legal protection and clearer guidance to the community, we are asking Council to approve a general policy that would be applicable to groups desiring the use of County property for their temporary activities.

C. Legislative / Chronological History

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

D. Financial Impact

There would be no expenditure of County funds to approve this general policy. However, if Council wishes to charge a fee for the use of County facilities, that would generate revenue for the County.

E. Alternatives

1. Approve the request to develop a policy for the use of County facilities. If this alternative is chosen, all groups desiring to use County facilities would know what to expect. In addition, if an MOU or other contract is required of such groups, the County could insert some protective measures, such as a hold-harmless clause.
2. Do not approve the request to develop a policy for the use of County facilities, but rather, allow the County Administrator to make a determination on a case-by-case basis. If this alternative is chosen, the County is less protected legally from potential claims and will require an unknown amount of Administrator time to review each case.
3. Do not approve the request to develop a policy for the use of County facilities and do not allow communities to use County facilities. If this alternative is chosen, community members will not be able to use County facilities which are sometimes underutilized after hours.

F. Recommendation

It is recommended that Council approve the request to develop a policy for the use of County facilities.

G. Reviews

Finance

Reviewed by Daniel Driggers:
 Recommend Council approval

Date: 2/13/13
 Recommend Council denial

Item# 3

Comments regarding recommendation: Recommend approval of alternative one and encourage the County to pursue developing a policy that clearly defines the County's position. If the policy includes options for use of facilities, I would encourage the County to consider including an assessment fee at some level that has at least two components; (1) a service fee for the facility and (2) an amount that at a minimum will recover any costs to the County during use. While the service fee (1 above) may not generate much money for the County, requiring a fee often encourages responsible use. For item (2) above, use of facility may require items such as; management oversight, security, insurance liability, additional staff time for cleaning, cleaning supplies, utility costs, etc. and should be recovered based on usage.

Risk Management

Reviewed by: David Chambers

Date: 2/28/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This request is left to Council discretion. There are already for-profits and non-profits with places available for public use. The development of a policy for the use of County facilities, if approved, should include the following recommended provisions:

- (1) A Hold-Harmless Agreement;
- (2) a contract with the following stipulations: no fireworks, no alcohol, no smoking, no drugs, no violence or weapons of any kind, limits on hours of use, requirements for clean-up, including proper disposal and prohibited littering;
- (3) establish limitations on which facilities can be used and the hours for such use;
- (4) establish limitations on the organizations able to use County facilities (i.e., churches, neighborhood associations, school groups, Homeowners Associations).

A draft policy and contract is attached as an appendix for Council's review.

Legal

Reviewed by: Elizabeth McLean

Date: 3/13/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Whether to allow use of County facilities by the public is a policy decision left to Council's discretion; however, I recommend proceeding with caution. I agree with Mr. Chamber's comments on the whole, except number 4, which brings up Constitutional questions. The policy allows discretion by the Administrator for uses that are inappropriate, again bringing up Constitutional issues (freedom of speech, freedom of religion, etc.).

As to the hold harmless, such a document would only be as good as those who sign it, meaning that the hundreds of visitors to an event on County property would still pose a liability risk.

In conclusion, along with general liability and security concerns which would need to be addressed, the potential Constitutional issues are numerous.

Administration

Reviewed by: Sparty Hammett

Date: 3/18/13

Item# 3

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval to develop a policy for the use of County facilities.

“RICHLAND COUNTY PUBLIC BUILDING USE POLICY”

Richland County is cognizant of the numerous requests for the use of County public facilities. As a public government entity, Richland County is dedicated to the principals of fairness and non-discrimination for the public use of its facilities.

While it is the policy of Richland County to permit, allow and make available to the public certain of its public facilities, there is a need for coordination of such requests. Any group of citizens, organizations or other gatherings may request the use of specific county facilities, to wit:

- The Decker Center “Community Room”
- The Decker Center “parking lot” (available from 5:00 p.m. to ~~8:30 a.m.~~ 11:00 p.m. Monday thru Friday, and on Saturday and/or Sunday)
- Pinewood Lake Park facilities

In order to make a request for the use of one of the above facilities, the following procedure shall be followed:

1. Contact the Richland County Administration Office and make a written request for the specific time, date and place to be used.
2. Complete a “Use of Public Facility” form and a “Vendor Information” form, if applicable. These can be obtained under “Forms” at richlandonline.com or by calling the County Administrator’s Office, 576-2050 between 9:00 AM and 5:00 PM, Monday through Friday, excluding holidays. Applications should be sent to County Administrator, Attn: Executive Administrative Assistant, PO Box 192, Columbia, SC 29202.
3. Return the completed form with payment of \$300.00 for the facility usage fee, of which \$250 is refundable if there is no damage and if no extraordinary clean-up is required of county personnel. Additional charges may be assessed depending on the use required and the amount of utilities consumed. Notification of the availability of the facility requested will be confirmed by the Administrator’s office, in writing or by phone.
4. It shall be the responsibility of the event organizer to coordinate the event with appropriate County staff in a manner allowing sufficient time so as to not impede normal County operations. No less than three (3) business days for community room use and no less than three (3) full weeks for outside vendors and/or events.

All requests for use of public facilities will be handled on a “first come” basis, and will be subject to the availability of the facility requested. Normal business functions and use of County Facilities shall not be interrupted.

If the expected use of the facility shall require administrative personnel to be present after normal business hours, or if, in the opinion of the administration, security will be required, additional charges will be assessed. Charges will be based upon the actual out-of-pocket expenses incurred by the County for the use of personnel and for the cost of utilities.

FACILITY RULES

1. Absolutely no weapons are allowed on County premises or in any public facility unless required by an authorized Law Enforcement Officer.
2. Absolutely no alcoholic beverages or illegal drugs are allowed on or in any public facility that is located on County property.
3. Absolutely no use of tobacco products is allowed on or in any public facility that is located on County property, except in designated areas.
4. Absolutely no activity involving unsafe use or providing a security concern will be permitted. Examples of such prohibited uses are fireworks, athletic events, and carnival-type rides.
5. All posted facility rules must be adhered to at all times, and the event organizers/officials are responsible for enforcement of all property rules.
6. Do not rearrange furniture or furnishings in the facility. If chairs or tables are temporarily relocated, these items must be replaced to their original location before you leave.
7. You and your organization will be jointly responsible for clean-up, including proper disposal of unused or unwanted items (no littering). You may lose a portion of your deposit if the County has to clean up after you.
8. You, your organization, and all other users will be jointly responsible for the cost of damages to the facility that is a direct or indirect result of the use of the facility by you and/or your organization.
9. You and/or your organization will be responsible for all costs related to County Support Services personnel required to support any event occurring outside normal operating hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, or for any costs incurred due to utilizing a County service supplier in the event County personnel are not available during normal work hours or for any County personnel called in outside normal operating hours to make repairs on the facility or the facility's operating infrastructure, such as HVAC, electrical, and plumbing. The County's personnel's primary function must be the support of normal County operations. These costs will be calculated and invoiced from thirty (30) to sixty (60) days of the event.
10. You and/or your organization will be responsible for the payment of the facility usage fee prior to use of the facility. If your event will include vendors, you must provide proof of all business information, including licensing, health and

certificate dates and corresponding grades issued. All food vendors must have a current health certification from DHEC. All vendors must be on-site and set up in a manner that meets all required regulatory agency requirements. All events shall be subject to inspection and enforcement action, such as closure of the event or fines as determined appropriate by County or State personnel, including regulatory agencies.

11. You and/or your organization will be responsible for arranging for security and the payment of security costs and related administrative costs, and for the amount of utilities consumed.
12. You and/or your organization will be responsible for signing an Indemnification and Hold Harmless agreement. All officers of your organization must sign this agreement as to officers and personally. The County must be added as an additional insured to the organization's general liability insurance or to a liability policy for the event. The user must also provide certification of insurance for worker's compensation and vehicle liability. The executed Indemnification and Hold Harmless agreement and certifications satisfactory to the County must be delivered to the County at least three (3) business days prior to the event date for community room use and three (3) full weeks prior to any outside event request. The requirement for general liability, vehicle liability insurance and workers' compensation insurance may be waived for non-commercial entities, e.g. neighborhood associations. In addition, a list of other users of the facility and the activities they will perform must be delivered to the County at least three (3) business days prior to the event date.
13. In the event of a problem encountered with the facility or an emergency, the following numbers are to be called:

911 - for all emergencies

(803) 576-2050 - Richland County Administration (8:30 a.m. to 5:00 p.m., Mon. thru Fri.)

(803) 575-2450 – Support Services Department, Division of Facilities (7:30 a.m. to 4:00 p.m., Mon. thru Fri.)

(803) 355-9322 – Pager, Facilities and Grounds (available 24/7)

(803) 518-6478 – David Bertolini, General Manager of Facilities and Grounds (available 24/7)

(803) 518-5377 – Moses Gibson, Assistant General Manager of Facilities and Grounds (available 24/7)

PUBLIC REQUEST FOR USE OF PUBLIC FACILITY

Name of Organization

Address of Organization

City / County

State / Zip

Individual or Group Contact Person

Individual or Group Telephone Number

Other Contact Person

Telephone Number

Clearly state the purpose for this request: _____

How many persons do you anticipate will attend this function? _____

Facility requested: _____

Date and time of function:

Month / Day / Year From: _____ A.M.- To: _____ P.M.
Timeframes

The undersigned agrees to abide by the facility rules and regulations, of which I have been given a copy. Persons providing false or misleading formation will be prosecuted. The undersigned further agrees to pay all costs, damages and usage fees as may be determined; and that each user will meet all applicable licensing, health and safety requirements, and any user not doing so will not participate.

The undersigned further agrees to indemnify and to hold harmless Richland County, its employees, officers, agents, contractors, subcontractors, and successors and assigns from and against any and all liability, damages, losses, costs, expenses, demands, claims, suits, actions and causes of action as a result of _____'s (*name of organization*) use of the facility.

Date

Signature of Organization's Representative

Printed Name of Organization's Representative

Facility usage fee received on _____ in the amount of \$300.00 or \$ _____

Received by: _____

Date approved: _____ Date Rejected: _____

Item# 3

Event Vendor Information

Please provide the legal business name(s), license information, and safety and/or health certification and the effective dates and grades, for all event vendors.

Business Name	Operating License Number and Effective Dates	Health Department Certificate Dates and Grade	Other Certificates/Licenses Required for Operation and Effective Dates (Trailer Unit State Issued Tag Number and Expiration Date)

Richland County Council Request of Action

Subject

Bagging Yard Debris in Solid Waste Collection Service Areas 2 and 6 [**PAGES 38-42**]

Reviews

Richland County Council Request of Action

Subject: Bagging Yard Debris in Solid Waste Collection Service Areas 2 and 6

A. Purpose

“Review the ordinance on trash bagging on yard debris. Early results from constituents are the cost of purchasing trash bags is costly and the additional physical work for some residents bagging the leaves is problematic” [JACKSON].

B. Background / Discussion

- Hauler contracts for Collection Service Areas 2 and 6 were scheduled to expire December 31, 2012.
- Administration under the direction of Council negotiated new hauler contracts with the existing service providers during the summer and fall of 2012. Waste Industries has Area 2 and Advance Disposal has Area 6.
- A portion of the negotiation related to yard waste.
- The negotiated price per household was based on yard waste being bagged.
- The new contracts came into force January 1, 2013.
- Removing the contract provision for bagging yard waste would require agreement from the haulers to renegotiate their standing contracts
- These contracts affected about 19,000 households.
- Solid Waste staff has had approximately a dozen documented call-in complaints about bagging yard waste.
- Solid Waste staff has been to numerous community meetings since the bagging requirement went into effect. The positive comments have been equal to or greater than the negative comments with regard to bagging.
- The total number of complaints for bagging that Solid Waste staff has encountered is estimated to be less than 0.2%.
- The D&S Committee discussed this matter during their April 23rd meeting. The Committee requested that the matter be further evaluated by staff and a potential alternative be brought back to Committee.

C. Legislative / Chronological History

- The contract for Areas 2 was executed September 5, 2012
- The contract for Area 6 was executed October 31, 2012

D. Financial Impact

The financial is dependent upon:

- Whether the haulers for Areas 2 and 6 agree to renegotiate the new 5-year contracts.
- The change in the per-household rate negotiated with a new contract should the haulers agree to renegotiate.

Adding the alternative yard waste procedure would have no impact.

E. Alternatives

1. Leave the existing contracts in place which require bagging yard waste (containerizing is acceptable).

Item# 4

2. Attempt to renegotiate the 2 hauling contracts to remove the bagging of yard waste provision with the expectation that if renegotiated the curbside rate per household would increase.
3. Accept the alternative yard debris management protocol that reduces the burden on the citizen and can be accommodated within the terms of the existing hauler contracts for Service Areas 2 and 6 as defined in the proposed addendum.

F. Recommendation

It is recommended that Council leave the existing contracts in place based on the overall minimal adverse reaction by the 19,000 households, the positive impact to the environment, the added safety of workers who manually load the loose debris with forks, and the cost benefit to the County from not having to pay more for curbside collection of loose yard waste if the collection contracts are renegotiated. However, in an effort to better meet the special needs of the citizens, Advance Disposal, Waste Industries and the Solid Waste staff propose the following addendum to both hauler contracts:

Yard Waste Addendum

Special services for YARD WASTE shall be provided to any household in where no occupant is capable of containerizing and/or bagging yard waste. Therefore, households who for medical reasons cannot bag or containerize their yard debris may be granted a variance from bagging and bundling. Resident may also be eligible to receive a large roll cart for yard waste use if they provide a written medical excuse from a licensed South Carolina doctor stating the citizen is not physically able to bag their yard waste. The county may require reimbursement for the actual cost of the yard waste roll cart. The Contacting Officer's Representative shall make the determination if this special service is justified.

The Solid Waste Collection Office shall notify in writing any Contractor of those addresses for which special services have been approved. Un-containerized or Un-bagged yard waste shall be placed curbside and collection provided on a once-a-week basis with the collection made on the regular day of collection as designated. The maximum amount of loose yard waste to be collected by the contractor is 2 hopper loads; the equivalent of 2 – large roll carts. All efforts shall be made by the Solid Waste Collection Department to limit the total number of households serviced in this manner. The Solid Waste Department will track the variances granted.

Limbs that are 2 to 4 inches in diameter and no more than 4 feet in length may be placed at curb in a neat pile for collection without bundling. Limbs less than 2 inches in diameter, small sticks and small brush must be bundled in order to be collected.

Households may also make appointments for the collection of semi-annual or annual yard clean-ups. Yard waste collected during scheduled appointments does not need to be containerized and cannot be mixed with any other type materials.

Recommended by: Rudy Curtis

Department: Solid Waste

Date: July 1, 2013

Item# 4

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 7/11/13

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: Based on the information provided, it is unclear what may be the best alternative for the County therefore the recommendation is left to Council discretion. We have not reviewed any program studies that may provide clarity.

Below are some items that may be beneficial for the County to consider:

- What was the original purpose in changing the policy? What were the intended benefits?
- Has a review or study been conducted to determine if those benefits have been achieved?
- What was the financial impact to the citizen and fund of the change? What would be the incremental costs if the policy was retracted?
- If the policy is retracted what is the financial effect? Is the County willing to renegotiate the contracts if needed to absorb the additional cost?
- How does the policy affect negotiations of future contracts?

Procurement

Reviewed by: Rodolfo Callwood

Date: 7/11/13

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation: The County should consider the following:

- Survey on bagging in all areas,
- Price/Cost determination for removal of bagging,
- Price/Cost savings for bagging in all areas,
- Environmental impact of bagging and not bagging,
- An analysis of densely populated and rural areas on the feasibility of bagging and its impact on each.

Legal

Reviewed by: Elizabeth McLean

Date: 7/12/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council, keeping in mind that vendors will not be required to amend the contracts. Also, if the Addendum recommendation is chosen, the language should be cleaned up to make the requirements for the medical waiver clearer, namely adding language that says a doctor's note is required, and I would recommend changing the word variance to a waiver. Additionally, what happens if there are too many requests for a waiver (in the opinion of the County and the vendors)? The language mentions that Solid Waste will try to keep the waivers to a minimum; how?

Administration

Reviewed by: Tony McDonald

Date: 7/16/13

Recommend Council approval

Recommend Council denial

Item# 4

Comments regarding recommendation: The proposed contract addendum is an effort to address the concerns that have been expressed by citizens relating to the yard waste bagging requirement. The proposed addendum would not require renegotiation of the solid waste contracts, nor would the cost of the contracts increase. It is recommended that the Council approve the addendum as proposed.

Richland County Council Request of Action

Subject

Exploration of Water and/or Sewer Service Expansion in Unincorporated Richland County [**PAGES 43-54**]

Reviews

Richland County Council Request of Action

Subject: Exploration of Water and/or Sewer Service Expansion in Unincorporated Richland County

A. Purpose

County Council is requested to provide direction relating to exploring the expansion of water and/or sewer service by the Richland County Utilities Department to additional unincorporated areas within Richland County.

B. Background / Discussion

At the June 18, 2013 Council Meeting, the following motion was made by Councilman Jackson:

Richland County explore providing water to the unincorporated areas of the County [JACKSON].

This item was forwarded to the July 23, 2013 D&S Committee meeting. In a follow-up discussion with Councilman Jackson, he also indicated he was interested in providing additional sewer service to unincorporated areas, particularly along Highway 48 (which is also known as Bluff Road).

In 1978, a voter referendum was held and approved for County of Richland to provide water and sewer services to unincorporated areas of Richland County. Since that time sewer systems have been constructed in the northwest part of the County served by the Broad River Sewer System with close to 10,000 customers, and in the southeast portion of the County. The Lower Richland sewer system serves the Eastover area with over 300 customers in the town and one industry. The main section of the Hopkins Community Water System has been completed with 500-600 customers and the Department is currently working with the Contractor to provide water service to several additional streets in Hopkins including incorporating the Allbene Park subdivision into the regional water system this Summer.

Other systems include sewer service to Franklin Park (in addition to inclusion into the regional water system already completed) and Murray Point. Water service is also provided to the Murray Point subdivision in Chapin and the Pond Drive subdivision in Eastover as well as the Gadsden Elementary school. During the past 30 years the Department has also closed out a number of smaller wastewater lagoons, water systems and failing septic systems and has incorporated them into public systems.

Several studies have been conducted to provide water and sewer service throughout the County, resulting in the creation of master plans and amendments as well as preliminary engineering reports. Some of these studies include:

- Richland County Sewer Master Plan by Power Engineering, Inc., February 1995
- Richland County Water Service Master Plan by Burkhold Planning and Management/Joel Wood and Associates, December 2002

- Lower Richland Neighborhood Wastewater Collection and Treatment Study by HGBD, Inc. (and amendments); May 2005
- McCrady Training Center Water Study prepared for South Carolina Army National Guard by HGBD, Inc.; July 2006
- Richland County Amendment to Richland County Sewer Master Plan (North Broad River Planning Sector) (Addendum to 1995 Master Plan) by Joel E. Wood and Associates, LLC; January 23, 2007
- Richland County Hopkins School Community Water System Improvements Preliminary Engineering Report by Joel E. Wood and Associates, LLC; 2008
- Lower Richland County Sewer System Preliminary Engineering Report, January 2010 (with revisions) by Wilbur Smith Associates

The sewer and water master plans have looked at options for providing service to the majority of unincorporated areas within the County. Maps of the covered areas are included as attachments.

Currently, staff is reviewing proposals from eight engineering firms to provide for the design of the Lower Richland Sewer System force main and collection systems to serve the area between Hopkins and Eastover. This project addresses a number of needs as well as complying with the agreement with the City of Columbia to provide sewer service in the area.

The new Lower Richland Wastewater Treatment Facility was brought online in January 2012. As a phased approach, the design project also includes upgrading the SCDHEC NPDES permit for the facility to allow for a discharge up to 2.0 MGD in anticipation of additional future flows for the area. It is anticipated the construction of the new sewer system will be completed in the next 18 to 24 months. Funding has been made available in the form of grants and loans by USDA Rural Development and the SC Department of Health and Environmental Control. In addition, but not included in the current project, Richland School District One has expressed interest in a sewer line to serve the Gadsden Elementary School which currently has a wastewater lagoon under consideration for closeout.

C. Legislative / Chronological History

- At the June 18, 2013 County Council meeting, Councilman Jackson made a motion to **“explore providing water to the unincorporated areas of the County.”** This item was forwarded to the July 23, 2013 D&S Committee meeting.

D. Financial Impact

Costs to study expanding water and/or sewer service to additional unincorporated areas of the County have not been specifically identified without further direction. However, the previous costs to conduct studies for the update of existing water and sewer master plans have been approximately \$15,000 to \$30,000.

As these reports are several years old, present costs could be substantially higher depending on the level of detail and the expanse of the study areas. Also, a source of funding would have to be identified.

E. Alternatives

1. Update existing water and/or sewer master plan studies and proceed accordingly.
2. Do not update existing water and/or sewer master plan studies.
3. Identify areas of interest of most importance and update those study areas, based on current infrastructure, to make best use of potential funds.

F. Recommendation

Staff is willing to explore further expansion of water and/or sewer service. Operational costs typically decrease per capita with additional users. However, due to the general nature of the motion, staff seeks direction from Council to better identify areas of interest and to determine the depth of study required to address those interests.

Staff would then work with Council and Administration to bring back to Council a preliminary project scope and estimated costs.

Recommended by: Andy H. Metts Department: Utilities Date: 7/5/13

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 7/16/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Recommend approval for direction on exploration for future expansion. Since no funding source is identified, we would recommend that any project study or plan reviews with associated cost be returned to council in order to identify a funding source prior to obtaining service.

Legal

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

Administration

Reviewed by: Sparty Hammett Date: 7/18/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Recommend Council approval to update existing water and sewer master plan studies.

Map Attachments

Southwest Broad River Planning Area-Sewer

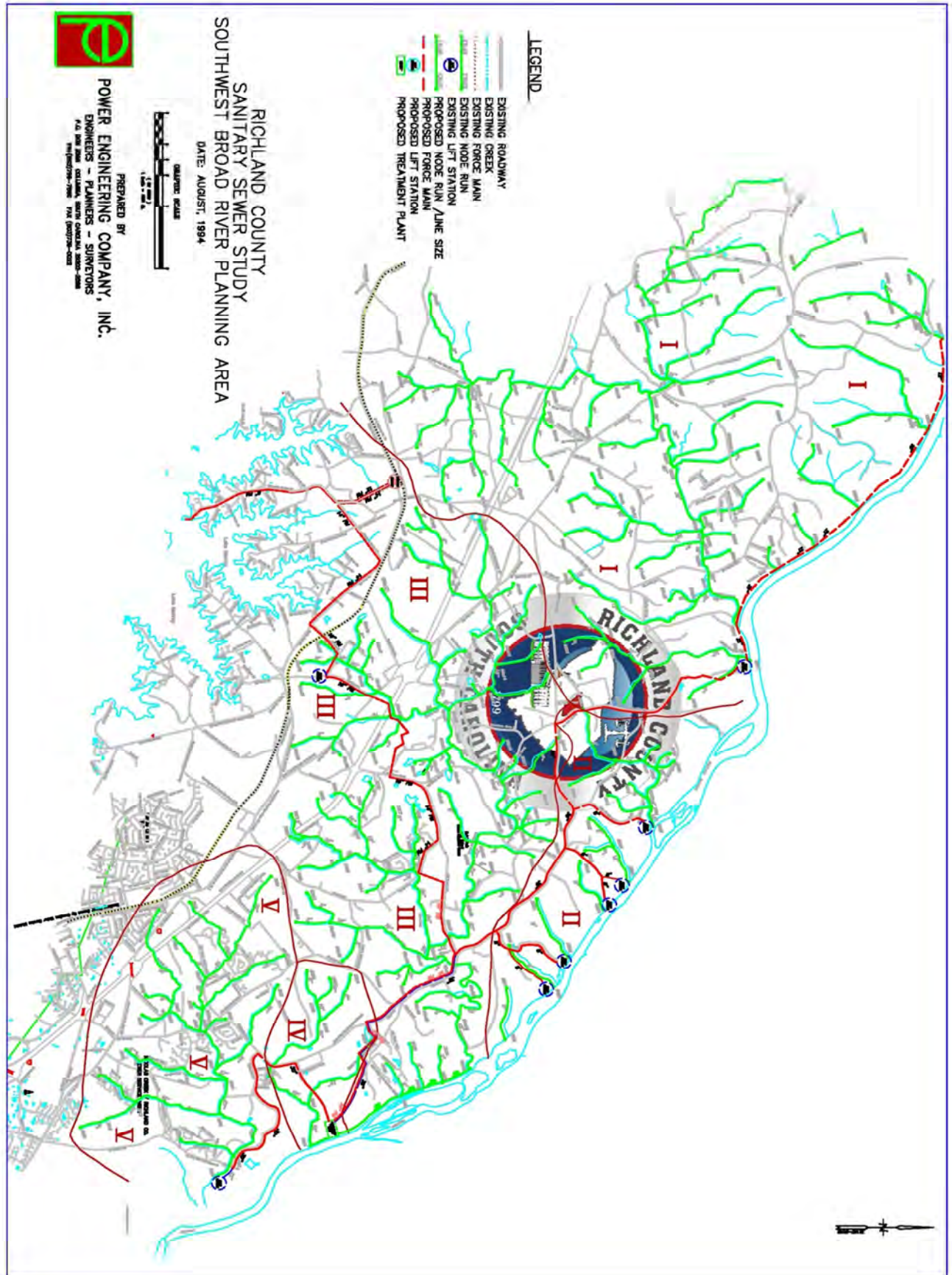
Southeast Planning Area – Sewer

North Broad River Planning Area- Sewer

Northwest Planning Area- Water

North Planning Area- Water

Hopkins School Community Water Study



Item# 5

Attachment number 1
 Page 5 of 11



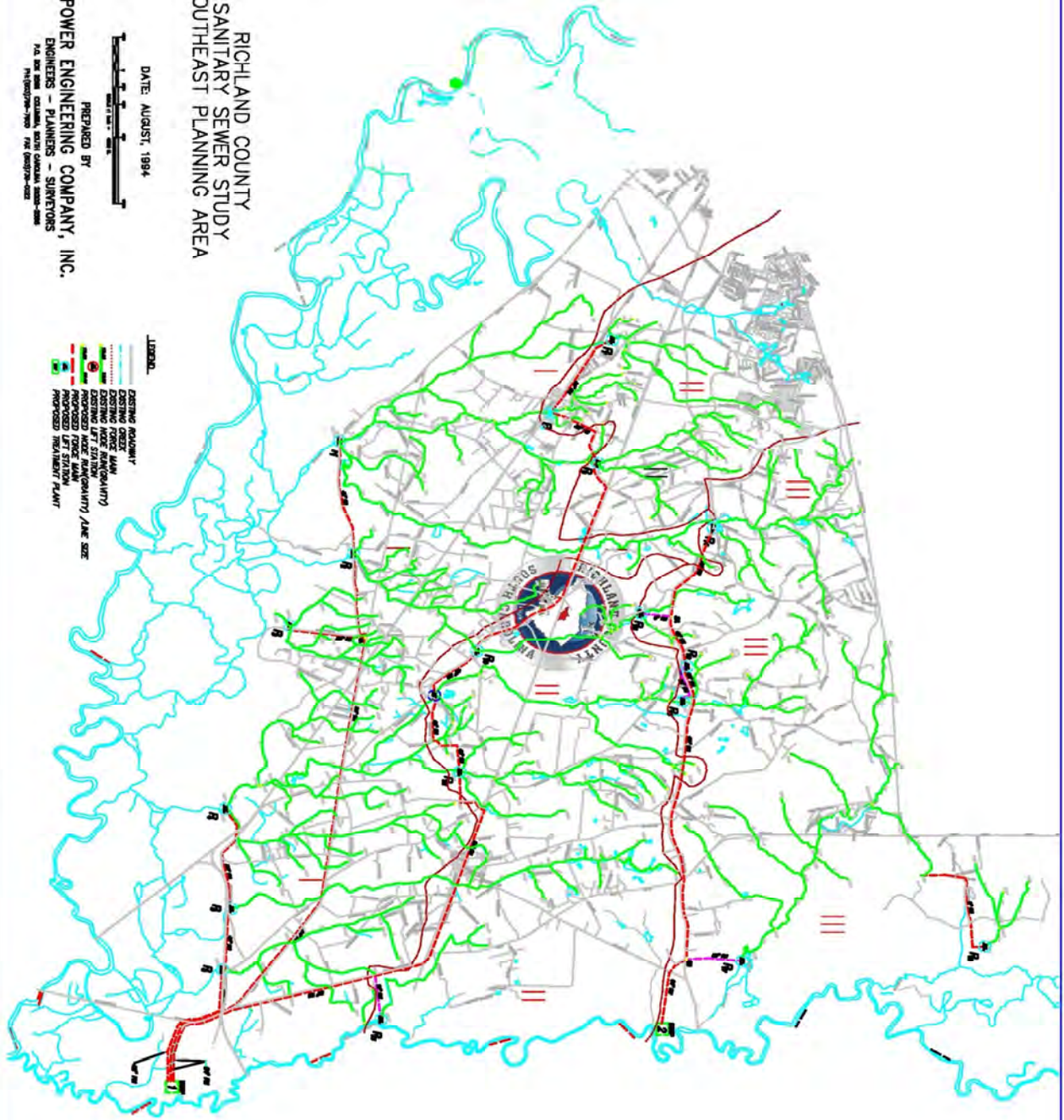
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ENGINEERS - PLANNERS - SURVEYORS
P.O. BOX 5000, COLUMBIA, SOUTH CAROLINA 29908-0500
PH: 803/799-1700 FAX: 803/799-0222

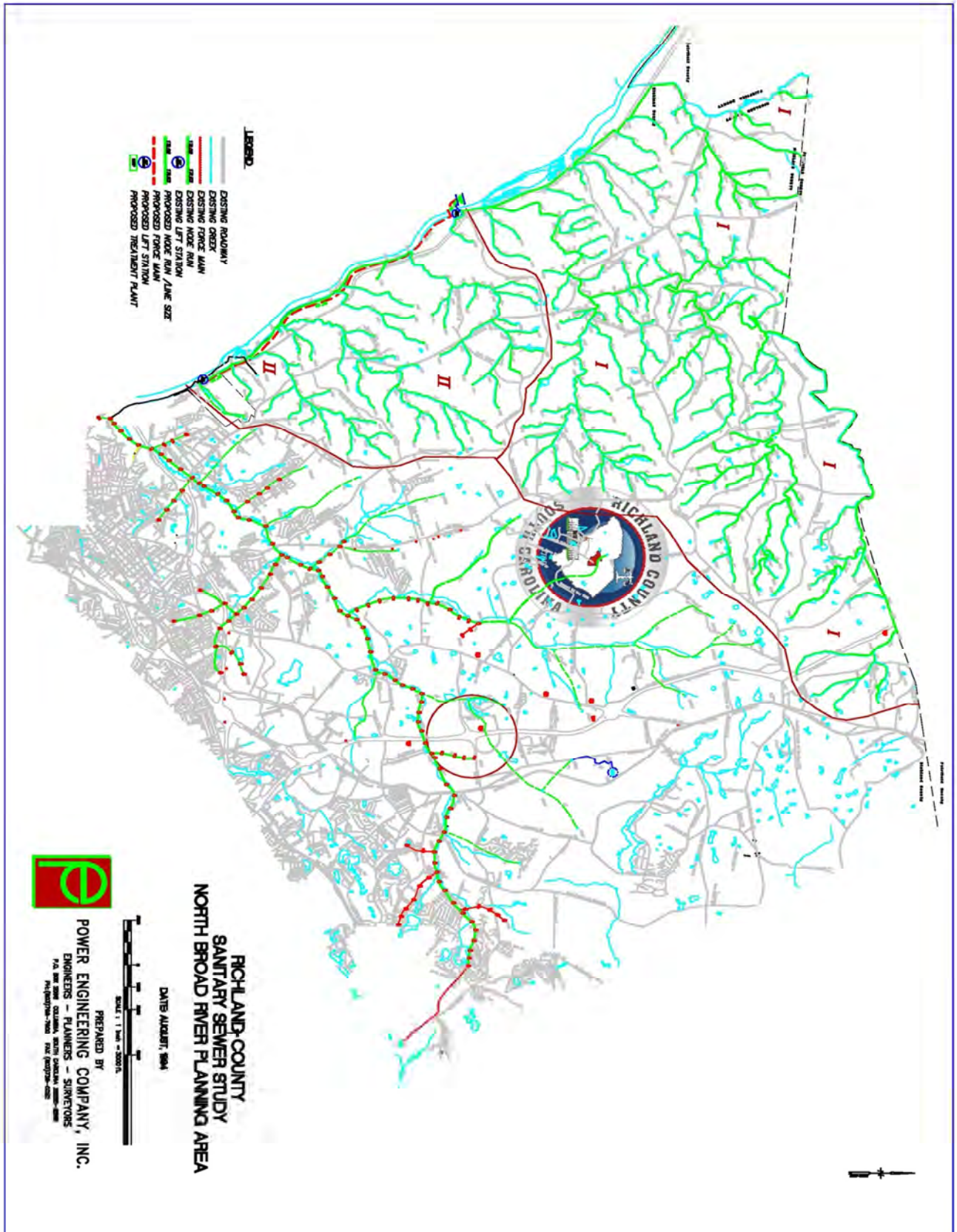
RICHLAND COUNTY SANITARY SEWER STUDY SOUTHEAST PLANNING AREA

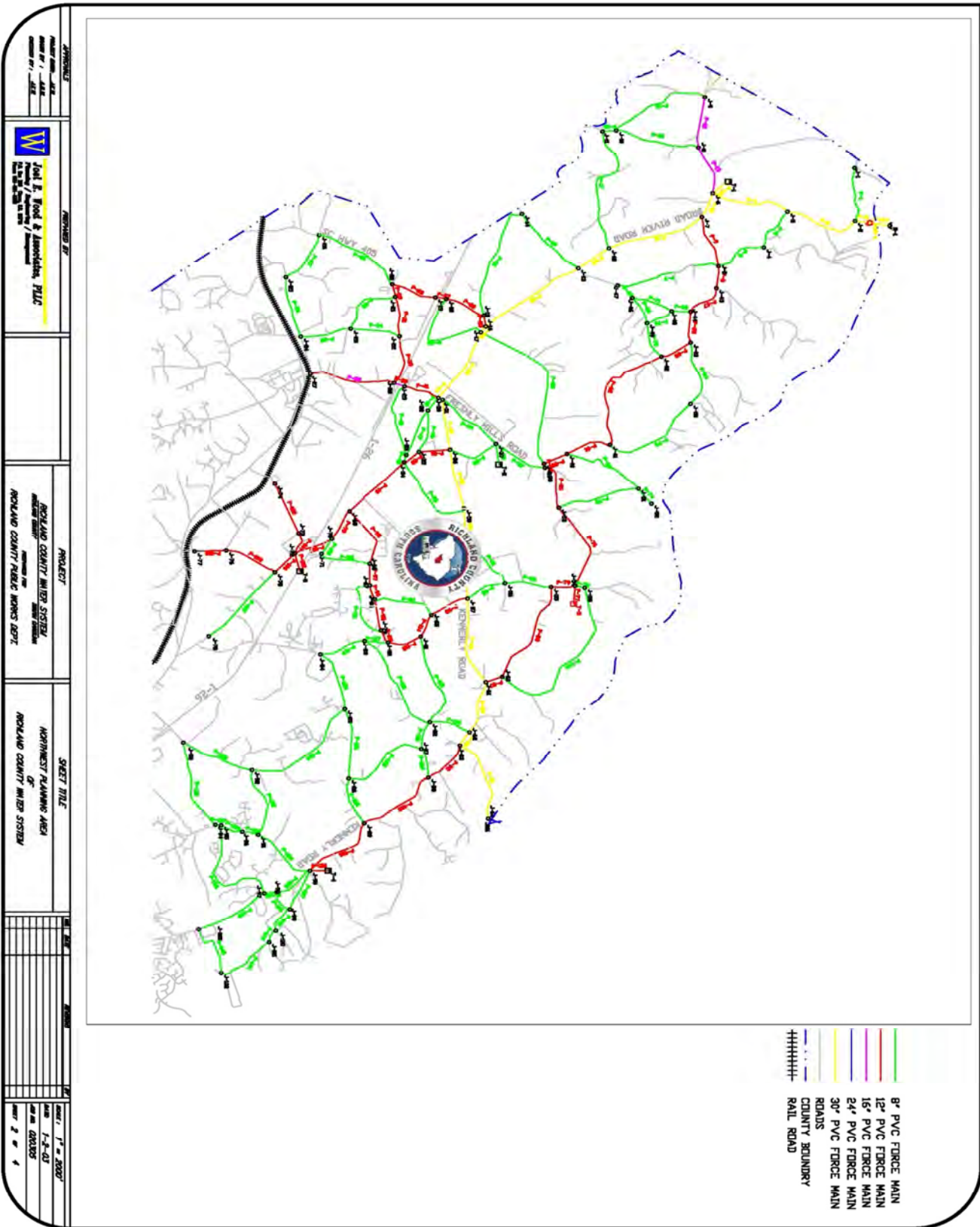
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- LEGEND**
- EXISTING ROADWAY
 - EXISTING FORCE MAIN
 - EXISTING FORCE MAIN (HANDLING)
 - EXISTING FORCE MAIN (HANDLING) A/R SIZE
 - PROPOSED FORCE MAIN
 - PROPOSED FORCE MAIN
 - PROPOSED LIFT STATION
 - PROPOSED INVERTED SUMP

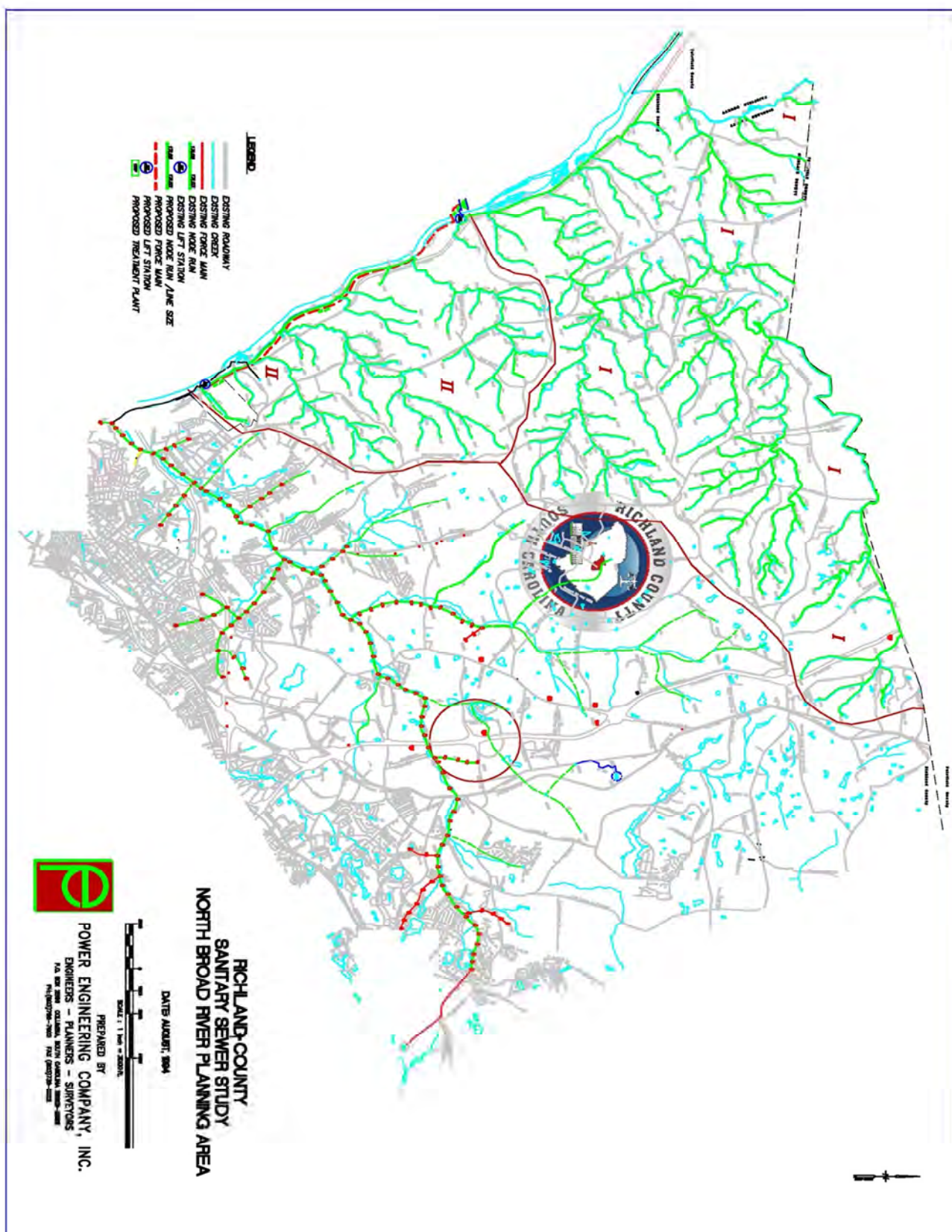






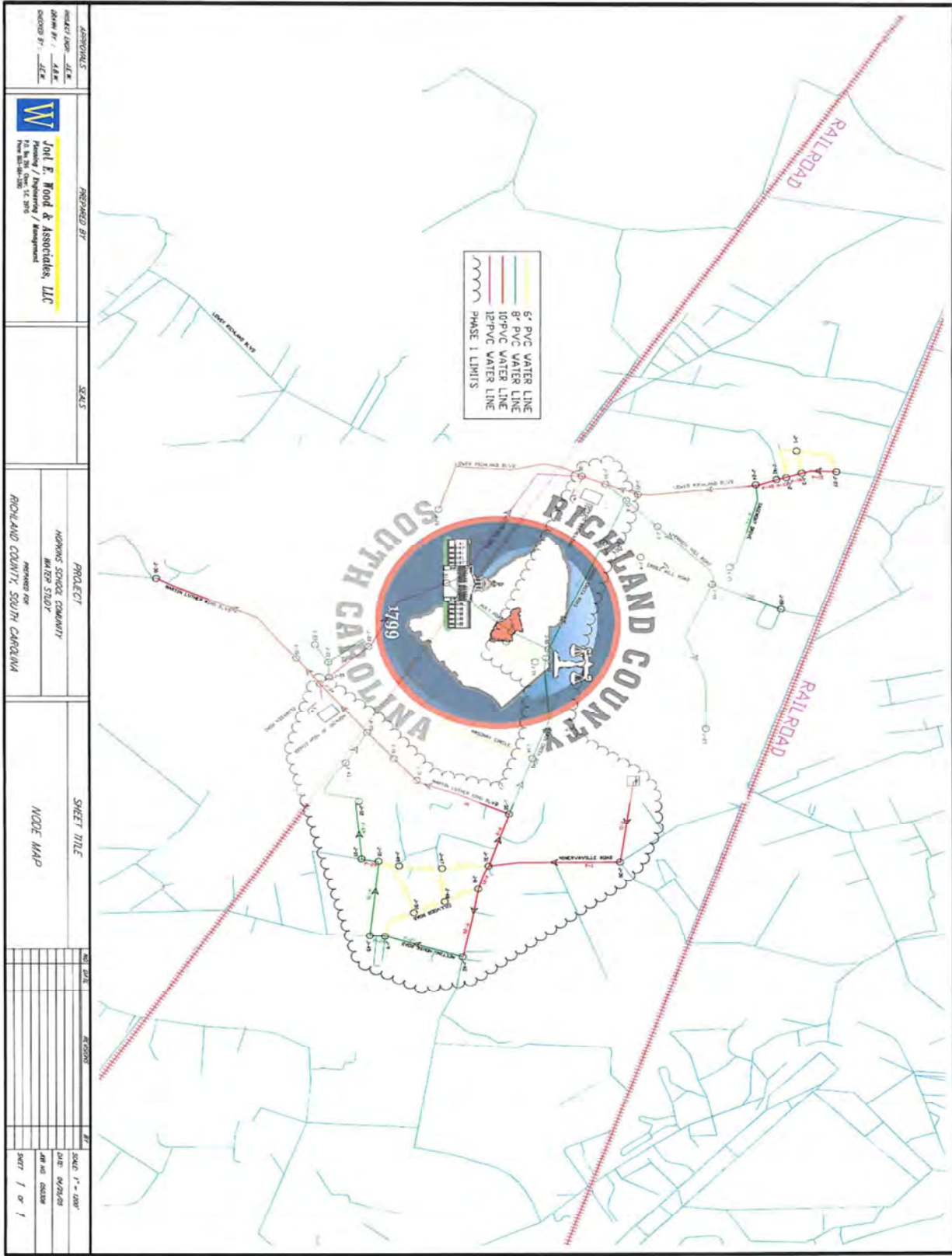
Item# 5

Attachment number 1
 Page 8 of 11



Item# 5

Attachment number 1
 Page 9 of 11



APPROVED BY PROJECTED BY SCALE PROJECT SHEET TITLE NO. DATE OF DATE BY	PREPARED BY PROJECT SHEET TITLE NO. DATE OF DATE BY	DESIGNER DATE CHECKER DATE BY
J. E. Bond & Associates, LLC Planning / Engineering / Management P.O. Box 10000 Columbia, SC 29208	HAWKINS SCHOOL COMMUNITY WATER STUDY PREPARED FOR RICHLAND COUNTY, SOUTH CAROLINA	SCALE: 1" = 100' DATE: 04/24/09 APP. NO. 082828 SHEET 1 OF 1

Item# 5

Attachment number 1
Page 10 of 11

Item# 5

Attachment number 1
Page 11 of 11

Richland County Council Request of Action

Subject

Amend Section 6-84, Boarded-up Structures, so as to include commercial structures; and change the name of the "Unsafe Housing Division" to the "Unsafe Structures Division" **[PAGES 55-62]**

Reviews

Richland County Council Request of Action

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

A. Purpose

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

B. Background / Discussion

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

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

In addition, Donny Phipps, as the Director of the Building and Inspections Department, decided to change one of his department’s divisions from the “Unsafe Housing Division” to the “Unsafe Structures Division”. He did this to clarify that unsafe housing was only one facet of what this division did and unsafe structures is a more accurate term.

The Unsafe Structures Division will be responsible for ensuring that existing residential and commercial structures and their premises conform to the requirements of the International Property Maintenance Code (IPMC). The term unsafe structure reads as follows in the IPMC:

108.1.1 Unsafe structures.

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Most of our cases, maybe 80%, are on structures that are in violation of the IPMC, but do not meet the above definition of an unsafe structure. We feel the name of the division should reflect the intent of the code, which is to ensure existing structures and premises provide a minimum level of health and safety as required within the code.

C. Legislative / Chronological History

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

D. Financial Impact

There is no financial impact associated with this request for FY14. Two Permit Specialist positions were vacated due to employee promotions in June. When the workload was analyzed, it was determined that there was no need to fill both of the positions. The Building Inspections Department filled one of the Permit Specialist positions, and will reclassify the other position to an Unsafe Structure Inspector to provide additional staffing if Council approves this Request of Action. Funding for demolition of Unsafe Commercial Structures would then be identified during the FY15 budget process.

E. Alternatives

1. Approve the request to amend Section 6-84 to provide regulations for commercial boarded-up structures, as well as residential boarded-up structures; and to reference the Division’s new name of “Unsafe Structures Division”.
2. Do not approve the request to amend Section 6-84 to provide regulations for commercial boarded-up structures, as well as residential boarded-up structures; and to reference the Division’s new name of “Unsafe Structures Division”.

F. Recommendation

It is recommended that Council approve the request to amend Section 6-84 to provide regulations for commercial boarded-up structures, as well as residential boarded-up structures; and to reference the Division’s new name of “Unsafe Structures Division.

Recommended by: Donny Phipps Department: Building Inspections Date: 7/2/13

G. Reviews

Finance

Reviewed by: Daniel Driggers	Date: 7/16/13
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Legal

Reviewed by: Elizabeth McLean	Date: 7/16/13
<input type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation: Policy decision left to Council’s discretion.	

Administration

Reviewed by: Sparty Hammett	Date: 7/18/13
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; ARTICLE III, BUILDING CODES; SECTION 6-84, BOARDED-UP STRUCTURES; SO AS TO PROVIDE REGULATIONS FOR COMMERCIAL BOARDED-UP STRUCTURES, AS WELL AS RESIDENTIAL BOARDED-UP STRUCTURES; AND TO REFERENCE THE “UNSAFE STRUCTURES” DIVISION RATHER THAN THE “UNSAFE HOUSING” DIVISION.

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

SECTION I. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article III, Building Codes; Section 6-84, Boarded-up Structures; is hereby amended to read as follows:

Sec. 6-84. Boarded-up structures.

- (a) *Purpose.* The purpose of this section is to promote the health, safety and welfare of the citizens of the county by establishing regulations for boarded-up structures in order to prevent their detrimental effects in the county’s neighborhoods.
- (b) *Authority.* The Housing Official or designee(s) shall be responsible for the administration and enforcement of the provisions of this section.
- (c) *Registration.*
 - (1) Any person or owner that intends to board up a commercial structure or a residential structure shall comply with subsection (d) Covering of any means of egress and ingress of structures (see below).
 - (2) An application for registration must be made by the owner of the boarded up commercial structure or a boarded up residential structure on a form prescribed by the building department, and submitted to the division. The completed registration form shall contain at a minimum the following information:
 - a. The full name and mailing address of the owner;
 - b. The full address and tax parcel number of the commercial structure or residential structure to be boarded;
 - c. Telephone number at which the owner may be reached;

- d. If the owner is a partnership or corporation, the owner shall designate one of its general partners or officers to act as its agent and provide the present residence and business addresses and telephone numbers for the agent;
 - e. The owner's plan for the occupancy, repair or demolition of the commercial structure or residential structure;
 - f. The owner's plan for regular maintenance during the period the commercial structure or residential structure is boarded-up; and
 - g. Such other information as the department shall from time to time deem necessary.
- (3) The owner, under this section, shall have a continuing duty to promptly supplement registration information required by this section in the event that said information changes in any way from what is stated on the original registration.
- (4) Registration of a boarded up commercial structure or a boarded up residential structure does not excuse the owner from compliance with any other applicable ordinance, regulation, or statute, including, without limitation, Chapter 6. By accepting an owner's registration, the Building Department has not determined that the commercial or residential structure being registered is in compliance with any applicable local or state regulation or law.
- (d) *Covering of any means of egress and ingress of structures.*
- (1) It shall be unlawful for any person to cover any means of egress or ingress of a structure so as to secure the structure without first obtaining a permit to do so from the Building Codes and Inspections Department. The permit fee shall be \$25.00 for residential buildings and \$50.00 for mixed-use and commercial buildings. The permit shall authorize the owner to board the structure in conformance with the "National Arson Prevention Initiative" Board-Up Procedures. No later than five (5) days after boarding the property, the owner shall register the structure with the Unsafe ~~Housing~~ Structures Division.
 - (2) All boarded material shall be painted so as to match either the dominant color of the exterior of the structure or the color of the trim of the building, if any.
 - (3) Permits issued pursuant to this section shall be valid for no more than ten (10) days.
 - (4) Upon issuance of a permit pursuant to this section, the Housing Official shall list the property on the "Boarded-up Structure Inventory".
 - (5) Notwithstanding any other provision hereunder, it shall be a violation for any person to cover, for a period in excess of one hundred eighty (180) days, any

means of egress or ingress of any structure that is not in compliance with the International Property Maintenance Code or other applicable codes adopted.

- (6) Notwithstanding any other provision hereunder, it shall be a violation for any person to cover any means of egress or ingress of any structure with any material other than materials conforming to the International Residential Code.
- (e) *Requirements; time limit.*
- (1) An owner who registers a boarded up commercial structure or a boarded up residential structure pursuant to subsection (c), above, must comply with the guidelines for boarding up structures established in subsection (d), above.
 - (2) An owner's registration of a boarded up commercial structure or a boarded up residential structure shall expire one hundred eighty (180) days from the date of registration with the department and may not be renewed unless approved by the Housing Official or designee(s).
- (f) Inventory of improperly boarded structures; notification of owners.
- (1) Not less than every sixty (60) days following the adoption of these Procedures, the Housing Official shall update the "Boarded-up Structure Inventory," and shall cause notice of these Procedures and the property owner's obligation to comply with the same, to be mailed by first class certified mail, return receipt requested, to all property owners whose structure is added to the inventory.
 - (2) In the event an owner of a structure that appears on the "Boarded-up Structure Inventory" cannot be located so as to notify the owner of these Procedures, service of notice by publication in the same manner as prescribed by the South Carolina Rules of Civil Procedure is authorized.
- (g) *Violations.*
- (1) It shall be unlawful for the owner of a boarded up commercial structure or a boarded up residential structure to fail to register such structure with the department as required by subsection (c), above, except as otherwise provided herein.
 - (2) It shall be unlawful for an owner who has registered a boarded up commercial structure or a boarded up residential structure to leave the structure boarded up after the expiration of the registration as set forth in subsection (e), above.
 - (3) It shall be unlawful for an owner to board up a commercial structure or a residential structure in a manner that does not comply with this section unless the owner has obtained the Housing Official's prior written approval for an alternative method of boarding up a commercial structure or a residential structure.

(h) *Notification of violation.*

- (1) The Housing Official shall, on the expiration of one hundred eighty (180) days following the listing of a structure on the "Boarded-up Structure Inventory", give the owner notice of violation of this Section. Such notice shall state that the owner must within thirty (30) days of the notice, remove the non-conforming materials from any means of egress or ingress and replace the same with conforming materials which conform to the International Building Code and that the structure is in compliance with the International Property Maintenance Code.
 - (2) Every day of noncompliance shall constitute a separate violation. The covering of any means of egress or ingress as provided under the provisions of this chapter does not stay enforcement of, or compliance with, any orders or notices by the Building Official or designee(s) or relieve any person or owner from complying with all other applicable local and state laws affecting structures and premises.
 - (3) Permits shall be obtained by a licensed contractor to abate the commercial or residential structure either through repair or demolition as required by Richland County ordinance and South Carolina rules and regulations.
- (i) *Manufactured homes.* Manufactured homes shall only be occupied as a residential structure as set forth by HUD Regulations. All vacant or abandoned manufactured homes shall be in compliance with HUD regulations, the International Property Maintenance Code, and this Chapter. Any repairs shall be made as set forth by HUD Regulations.

Secs. 6-85–6-95. Reserved.

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

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

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

RICHLAND COUNTY COUNCIL

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

Item# 6

ATTEST THIS THE _____ DAY

OF _____, 2013

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Item# 6

Richland County Council Request of Action

Subject

Adopt and Codify the 2011 and 2012 Editions of the National and the International Codes [**PAGES 63-69**]

Reviews

Richland County Council Request of Action

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

A. Purpose

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

B. Background / Discussion

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

C. Legislative / Chronological History

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

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

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

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

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

F. Recommendation

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

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

G. Reviews

Finance

Reviewed by Daniel Driggers:

Recommend Council approval

Comments regarding recommendation:

Date: 7/10/13

Recommend Council denial

No financial impact noted

Reviewed by: Elizabeth McLean

Recommend Council approval

Comments regarding recommendation:

Date: 7/19/13

Recommend Council denial

Administration

Reviewed by: Sparty Hammett

Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

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

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

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

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

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

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

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

Sec. 6-82. Adopted.

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

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

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

Sec. 6-97. Adopted.

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

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

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

SECTION IV. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article VI, Gas Code; Section 6-125, Purpose; is hereby amended to read as follows:

Sec. 6-125. Purpose.

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

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

Sec. 6-139. Purpose.

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

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

Sec. 6-140. Adopted.

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

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

Sec. 6-153. Purpose.

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

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

Sec. 6-154. Adopted.

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

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

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

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

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

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

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

Item# 7

RICHLAND COUNTY COUNCIL

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

ATTEST THIS THE ____ DAY

OF _____, 2013

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Acquisition of Unclaimed Land within Undeveloped Right of Ways for Devils Ditch Maintenance Access and Enhancement [**PAGES 70-74**]

Reviews

Richland County Council Request of Action

Subject: Acquisition of Unclaimed Land within Undeveloped Right of Ways for Devils Ditch Maintenance Access and Enhancement

A. Purpose

County Council is requested to approve the acquisition of unclaimed lands within existing undeveloped Right of Ways (ROWs) (see Appendix 1) for the Devils Ditch Capital Improvement Project (CIP). These parcels are adjacent to Devils Ditch and other parcels owned by Richland County. The unclaimed lands or undeveloped ROWs are needed to provide access to and enhance the Devil's Ditch drainage corridor, reduce flooding and improve overall water quality in the Gills Creek Watershed.

B. Background / Discussion

Devils Ditch was constructed in the mid to late 1980s and is the drainage area for large portions of the Shandon, Rosewood and South Kilbourne Rd areas. It flows through the Owens Field Airport property and eventually into Gills Creek near South Beltline Blvd. and Shop Rd. This urban drainage results in flooding and erosion along Devils Ditch. The CIP is a joint maintenance and enhancement effort with the City of Columbia and the Gills Creek Watershed Association.

In 2010 the Dennis Corporation was awarded the CIP to provide engineering services for maintenance and enhancement activities related to flooding and erosion. Since completion of the survey and design process, numerous meetings were held with the public as well as City of Columbia staff. During these meetings, it became apparent that much of the land bordering the northern section of the ditch was either unusable, unclaimed (in an undeveloped ROW), or already owned by Richland County (see Appendix 1) and should be utilized if possible for access and enhancement of the Devil's Ditch CIP.

We recommend the acquisition of the unclaimed lands (existing ROWs shown in Appendix 1).

C. Legislative/Chronological History

Notice to Proceed was awarded for engineering services for the Devils Ditch CIP on September 23, 2010 and the project is still in the design phase.

D. Financial Impact

The estimated \$3,000 needed for an extensive title search and legal notifications is available in the Stormwater Budget.

E. Alternatives

1. Approve the request for the acquisition of unclaimed lands (existing undeveloped ROWs) for an estimated cost of \$3,000. The use of these ROWs will enhance the Devils Ditch CIP.

2. Do not approve the request for the acquisition of unclaimed lands (existing undeveloped ROWs). If the existing ROWs are not acquired, the CIP cannot utilize this land in the access and design enhancements.

F. Recommendation

County Council is requested to approve the acquisition of the unclaimed lands (existing undeveloped ROWs shown in Appendix 1) adjacent to the parcels along the Devils Ditch maintenance project.

Recommended by: David Hoops Department: Public Works Date: 7/5/13

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 7/16/13
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

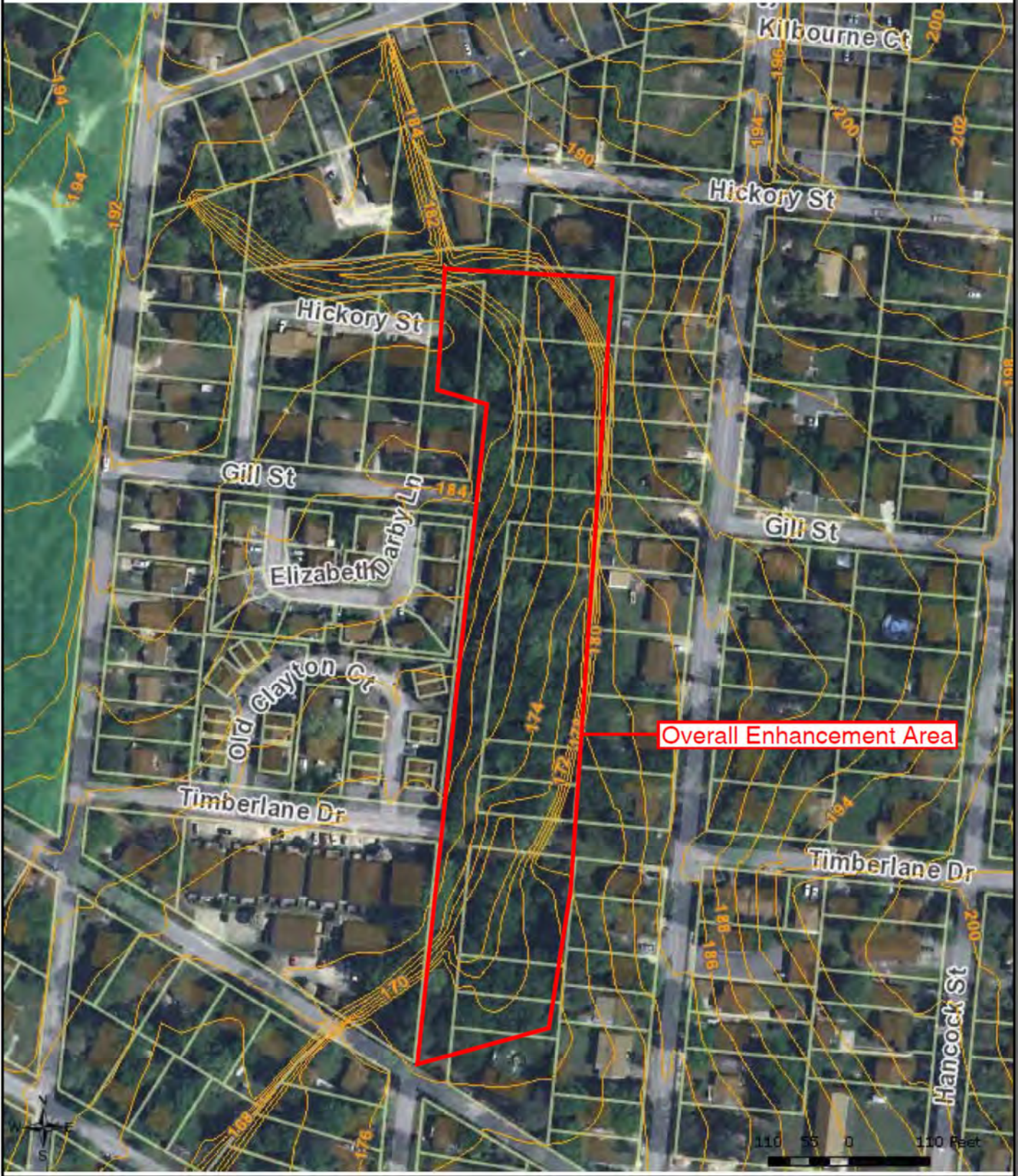
Legal

Reviewed by: Elizabeth McLean Date: 7/17/13
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation: Policy decision left to Council’s discretion. It is my understanding that these “unclaimed lands” are actually right-of-ways that were platted in the name of Richland County, but never deeded to the County (and never used as a ROW or for any other purpose); thus, to ensure good title, I suggested that the County should acquire the ROW (after a title search), if possible. Depending on the outcome of the title search, it could be possible that the County would need to file a “friendly” condemnation action.

Administration

Reviewed by: Sparty Hammett Date: 7/18/13
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation: Recommend Council approval of the request for the acquisition of unclaimed lands (existing undeveloped ROWs) for an estimated cost of \$3,000.

Richland County Map



Overall Enhancement Area

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Devils Ditch - Undeveloped Right of Way



Legend

-  Parcels
-  Roads



0 250 100 150 200 250 Feet



This is a product of Wake County Public Works Department 2013.

Item# 8

Richland County Council Request of Action

Subject

Termination of the Restrictive Covenants for the Private Driveway Subdivision - Murray Lancaster Estates [**PAGES 75-100**]

Reviews

Richland County Council Request of Action

Subject: Termination of the Restrictive Covenants for the Private Driveway Subdivision – Murray Lancaster Estates

A. Purpose

County Council is requested to terminate the Restrictive Covenants for the private driveway subdivision – Murray Lancaster Estate that have been made moot by the combination of parcels for which those covenants formerly applied.

B. Background / Discussion

Murray Lancaster Estates is a private driveway subdivision which was approved by Richland County under the development standards of the former Richland County Land Development Regulations, specifically Chapter 22, Article XIII, section 22-76. The provisions of this section allowed for the subdivision of land into no more than seven (7) lots without having to meet the regulations for road access and paving requirements (see Appendix A). A condition of approval was the execution of a "...set of restrictive covenants covering the tract to be subdivided" (see Appendix B). The original termination of Restrictive Covenants is attached as Appendix C. Appendix D is a copy of the obituary of the decedent.

A paragraph within the covenants states that the terms of the covenants could not be modified, amended or altered without the consent of the Chair of Richland County.

C. Legislative / Chronological History

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

D. Financial Impact

There is no financial impact anticipated at this time.

E. Alternatives

1. Approve the request to terminate the Restrictive Covenants that currently exist for the private driveway subdivision – Murray Lancaster Estate.
2. Do not approve the request to terminate the Restrictive Covenants that currently exist for the private driveway subdivision – Murray Lancaster Estate.

F. Recommendation

It is recommended that Council approve the request to terminate the Restrictive Covenants (see Appendix C).

Recommended by: Tracy Hegler Department: Planning Date: May 1, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 7/16/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Item# 9

Legal

Reviewed by: Elizabeth McLean

Date: 7/16/13

Recommend Council approval

Recommend Council denial

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

Administration

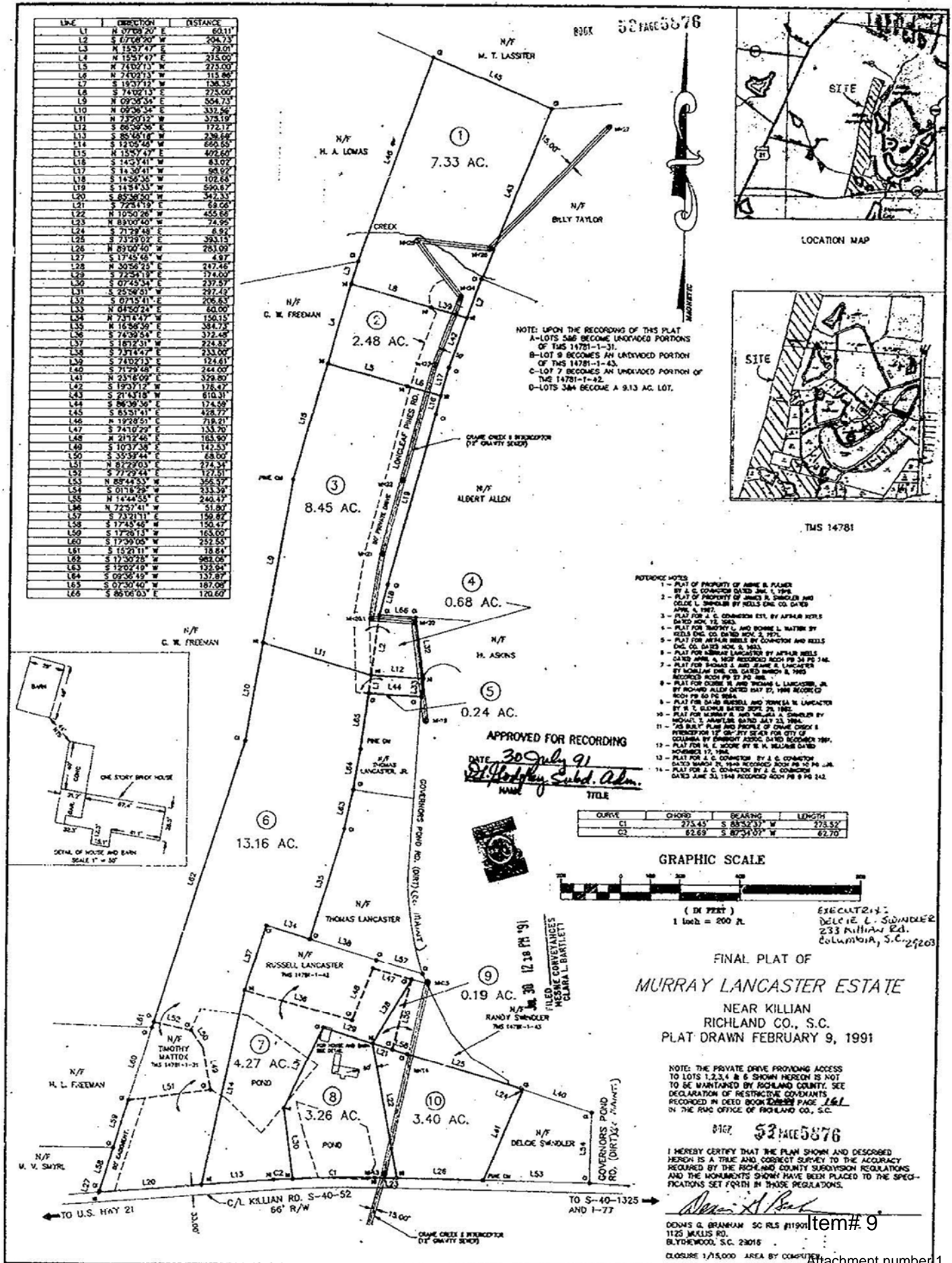
Reviewed by: Sparty Hammett

Date: 7/16/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

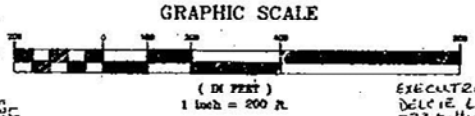


LINE	DIRECTION	DISTANCE
L1	N 07°09'20" E	60.11
L2	S 67°08'30" W	224.73
L3	N 15°57'47" E	73.01
L4	N 19°57'47" E	215.00
L5	N 74°02'13" W	273.00
L6	N 74°02'13" W	115.86
L7	S 14°27'12" W	158.33
L8	S 14°27'12" W	73.00
L9	N 09°28'54" E	554.73
L10	N 09°28'54" E	332.66
L11	N 73°07'12" W	373.19
L12	S 66°56'56" E	172.17
L13	S 86°56'18" W	238.64
L14	S 12°05'42" W	690.55
L15	N 15°57'47" E	402.60
L16	S 14°27'12" W	83.02
L17	S 14°30'41" W	58.92
L18	S 14°30'41" W	62.58
L19	S 14°30'41" W	590.57
L20	S 85°36'50" W	342.33
L21	S 72°41'19" E	68.06
L22	N 10°50'28" W	455.88
L23	N 89°07'42" E	74.59
L24	S 71°29'48" E	6.92
L25	S 71°29'48" E	283.13
L26	N 83°00'40" W	281.09
L27	S 17°45'48" W	4.97
L28	N 84°50'04" E	217.24
L29	S 72°56'18" W	174.09
L30	S 07°45'34" E	237.57
L31	S 25°24'51" W	297.42
L32	S 07°45'41" E	206.83
L33	N 04°50'04" E	62.00
L34	N 73°14'27" E	150.13
L35	N 16°56'59" E	384.73
L36	S 74°39'54" E	372.48
L37	S 81°21'31" W	224.82
L38	S 91°41'47" W	233.00
L39	S 74°02'13" W	124.61
L40	S 71°29'48" E	244.02
L41	N 23°18'09" E	328.80
L42	S 19°37'12" W	176.47
L43	S 21°43'18" W	610.31
L44	S 86°36'50" E	174.59
L45	S 65°31'41" E	428.77
L46	N 19°28'51" E	118.21
L47	S 74°10'22" W	133.70
L48	N 21°24'42" E	163.90
L49	S 10°37'38" E	142.53
L50	S 35°52'44" E	68.00
L51	N 81°22'03" E	274.34
L52	S 77°29'44" E	127.51
L53	N 88°44'53" W	256.37
L54	S 01°18'42" W	165.07
L55	N 14°44'55" E	240.17
L56	N 72°57'41" W	51.87
L57	S 73°21'11" E	150.87
L58	S 17°30'28" W	150.47
L59	S 17°30'28" W	165.07
L60	S 17°30'00" W	252.53
L61	S 15°21'11" W	18.84
L62	S 17°30'28" W	983.00
L63	S 12°07'49" W	125.94
L64	S 09°28'49" W	137.94
L65	S 07°30'40" W	187.08
L66	S 86°06'03" E	120.60

- REFERENCE NOTES
- 1 - PLAT OF PROPERTY OF ANNE B. FLAHER BY A. C. CONANT DATED JUNE 1, 1984
 - 2 - PLAT OF PROPERTY OF JAMES B. SHANDLER AND COLLE L. SHANDLER BY ROLLS ENG. CO. DATED APRIL 4, 1987
 - 3 - PLAT FOR A. C. CONANT EST. BY ARTHUR BELLS DATED NOV. 28, 1987
 - 4 - PLAT FOR RUSSELL L. AND BONNIE L. MATTHEW BY ROLLS ENG. CO. DATED NOV. 3, 1987
 - 5 - PLAT FOR ARTHUR BELLS BY CONANT AND ROLLS ENG. CO. DATED NOV. 8, 1987
 - 6 - PLAT FOR ARTHUR BELLS BY ARTHUR BELLS DATED APRIL 4, 1987 RECORDED BOOK PG 34 PG 144
 - 7 - PLAT FOR THOMAS L. AND JAMES E. LANCASTER BY THOMAS L. LANCASTER DATED MARCH 8, 1988 RECORDED BOOK PG 37 PG 88
 - 8 - PLAT FOR CORNE L. AND THOMAS L. LANCASTER, JR. BY THOMAS ALLEN DATED MAY 27, 1988 RECORDED BOOK PG 80 PG 88
 - 9 - PLAT FOR SAUL RUSSELL AND THOMAS L. LANCASTER BY R. E. GLENN DATED SEP. 28, 1988
 - 10 - PLAT FOR MURRAY A. AND MELBA A. LANCASTER BY THOMAS L. LANCASTER DATED MAY 23, 1988
 - 11 - GAS BUILT PLUM AND PEOPLE OF CRANE CREEK SUBSCRIPTION 177 CITY DEAR FOR CITY OF COLUMBIA BY EMMETT JACOB DATED DECEMBER 1988
 - 12 - PLAT FOR H. E. MOORE BY R. H. BRUNSON DATED NOVEMBER 17, 1988
 - 13 - PLAT FOR A. C. CONANT BY A. C. CONANT DATED MARCH 29, 1988 RECORDED BOOK PG 10 PG 144
 - 14 - PLAT FOR A. C. CONANT BY A. C. CONANT DATED JUNE 31, 1988 RECORDED BOOK PG 8 PG 144

APPROVED FOR RECORDING
 DATE 30 July 91
 BY DeLoe L. Swindler, Esq.
 NAME _____ TITLE _____

CURVE	CHORD	BEARING	LENGTH
C1	275.45	S 85°23'31" W	275.52
C2	62.69	S 87°34'07" W	62.70



EXECUTED BY:
 DELOE L. SWINDLER
 233 MILLAN RD.
 COLUMBIA, S.C. 29203

FINAL PLAT OF
MURRAY LANCASTER ESTATE
 NEAR KILLIAN
 RICHLAND CO., S.C.
 PLAT DRAWN FEBRUARY 9, 1991

NOTE: THE PRIVATE DRIVE PROVIDING ACCESS TO LOTS 1, 2, 3, 4 & 6 SHOWN HEREON IS NOT TO BE MAINTAINED BY RICHLAND COUNTY. SEE DECLARATION OF RESTRICTIVE COVENANTS RECORDED IN DEED BOOK 20828 PAGE 161 IN THE RVC OFFICE OF RICHLAND CO., S.C.

BOOK **52** PAGE **5876**

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE RICHLAND COUNTY SUBDIVISION REGULATIONS AND THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN THOSE REGULATIONS.

DEWIS G. BRANNAN SC RLS #1190
 1125 WALLS RD.
 BLYTHEWOOD, S.C. 29015
 CLOSURE 1/15,000 AREA BY COMPUTATION



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1300

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

FILED
JUN 30 12 18 PM '91
NESHE CONVEYANCES
CLARA L. BARTLETT

DECLARATION OF RESTRICTIVE
COVENANTS

THIS DECLARATION, made this the 15th day of

May, 1991, by and between Delcie L. Swindler, David Russell Lancaster, Donnie L. Mattox and Lecey Anne L. Carter, party of the first part, hereinafter called "Developer" and the County Council for Richland County, party of the second part, hereinafter called "County Council," pursuant to Ordinance 1535-86HR, whereby the Richland County Subdivision Regulations, Appendix B, were adopted by County Council.

NOW, THEREFORE, the parties hereto declare and agree that the following restrictions shall be binding upon the real property identified by plat, described in Section III, below.

Section I. A privately maintained driveway shall be established providing access to a public road for Lots 1,2,3 and 6 in the subdivision, said driveway to be jointly owned by all property owners in the subdivision. Any such private driveway shall comply with lending requirements of FHA and VA.

Section II. Provisions shall be made for maintenance of the private driveway by the owners of Lots 1,2,3 and 6 in the subdivision. All owners of said lots shall be jointly and severally financially required to maintain the driveway, said obligation to be enforceable by the filing of a lien, by the

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Homeowner's Association, or other party of interest, against the property of an owner who fails to make the required contributions towards maintenance of the private driveway. THE PRIVATE DRIVEWAY PROVIDING ACCESS TO LOTS 1,2,3 AND 6 IN THIS SUBDIVISION IS NOT MAINTAINED BY RICHLAND COUNTY NOR IS IT LIKELY TO BE SO MAINTAINED IN THE FUTURE. OWNERS OF SAID PARCELS IN THIS SUBDIVISION ARE FINANCIALLY OBLIGATED TO MAINTAIN THIS DRIVEWAY FOR THE BENEFIT OF ALL PROPERTY OWNERS IN THE SUBDIVISION.

Section III. Further subdivision of Lots 1,2,3 and 6 shown on the plat (recorded in the RMC Office of Richland County at Plat Book 53, Page 5876), and identified as "Murray Lancaster Estate," prepared by Dennis G. Branham, R.L.S., and dated February 9, 1991, (Revised N/A, 1991), shall be prohibited.

Section IV. These restrictive covenants may not be amended or modified except with the written consent of County Council, by and through its Chairman, and all said property owners in the subdivision.

Section V. Any deed conveying any interest in Lots 1,2,3 and 6 in the subdivision shall conspicuously contain the following language with an appropriate space for a signature by the grantee or grantees acknowledging same:

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"The real property described in this deed is subject to restrictive covenants recorded in Deed Book D1044 at Page 161. These restrictive covenants provide among other things, a financial obligation of the owner(s) of the property to maintain a private driveway. These restrictive covenants are specifically acknowledged by the grantee(s).

Grantee(s)

IN WITNESS WHEREOF, the Developer and the County Council, by and through its duly-authorized officers, have caused this instrument to be executed the day and year first above written.

WITNESSES

PARTY OF THE FIRST PART

Laurie L. Swindler

Delcie L Swindler

LeRoy James Carter

WITNESSES

PARTY OF THE FIRST PART

Laurie L. Swindler

David Russell Carter

Delcie L Swindler

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WITNESSES

PARTY OF THE FIRST PART

Laurie L. Swindler

Donnie L. Mattox

Delcie L. Swindler

WITNESSES

PARTY OF THE FIRST PART

Laurie L. Swindler

Lecky Anne L. Certe

Delcie L. Swindler

WITNESSES

PARTY OF THE SECOND PART

RICHLAND COUNTY COUNCIL

Michelle R. Gordon-Dinon BY: Bernie B. Scott

Chairman, Richland County Council

[Signature]

ATTEST:

Brenda Fuller

Clerk of Council



STATE OF SOUTH CAROLINA) PROBATE AS TO DELCIE L. SWINDLER
COUNTY OF RICHLAND) PARTY OF THE FIRST PART

PERSONALLY appeared before me Laurie L Swindler,
who being duly sworn, says that she saw the within-named
Delcie L. Swindler, Party of the First Part, sign, seal and as
his/her act and deed deliver the within-written instrument for
the uses and purposes therein mentioned, and that she with
Lecey Anne L Carter witnessed the execution thereof.

Laurie L. Swindler

SWORN TO ME this 7th
day of May, 1991.

James S. Swindler
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires My Commission Expires March 13, 1998

STATE OF SOUTH CAROLINA) PROBATE AS TO DAVID RUSSELL LANCASTER
COUNTY OF RICHLAND) PARTY OF THE FIRST PART

PERSONALLY appeared before me Laurie L. Swindler
who being duly sworn, says that she saw the within-named
David Russell Lancaster, Party of the First Part, sign, seal and
as his/her act and deed deliver the within-written instrument for
the uses and purposes therein mentioned, and that she with
Delcie L Swindler witnessed the execution thereof.

Laurie L. Swindler

SWORN TO ME this 7th
day of May, 1991.

James S. Swindler
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires My Commission Expires March 13, 1998



STATE OF SOUTH CAROLINA) PROBATE AS TO DONNIE L. MATTOX
COUNTY OF RICHLAND) PARTY OF THE FIRST PART

PERSONALLY appeared before me Laurie L Swindler,
who being duly sworn, says that she saw the within-named
Donnie L. Mattox, Party of the First Part, sign, seal and as
his/her act and deed deliver the within-written instrument for
the uses and purposes therein mentioned, and that she with
Delcie L Swindler witnessed the execution thereof.

Laurie L. Swindler

SWORN TO ME this 7th
day of May, 1991.

Jane Swindler
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires My Commission Expires March 13, 1996

STATE OF SOUTH CAROLINA) PROBATE AS TO LECY ANN L. CARTER
COUNTY OF RICHLAND) PARTY OF THE FIRST PART

PERSONALLY appeared before me Laurie L Swindler,
who being duly sworn, says that she saw the within-named
Lecy Anne L. Carter, Party of the First Part, sign, seal and as
his/her act and deed deliver the within-written instrument for
the uses and purposes therein mentioned, and that she with
Delcie L Swindler witnessed the execution thereof.

Laurie L. Swindler

SWORN TO ME this 7th
day of May, 1991.

Jane Swindler
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires My Commission Expires March 13, 1996

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STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE AS TO BERNICE G. SCOTT,
CHAIRMAN OF THE RICHLAND
COUNTY COUNCIL, PARTY OF THE
SECOND PART

PERSONALLY appeared before me Michelle R. Cannon-Finch
who being duly sworn, says that she saw the within-named
Bernice G. Scott, Party of the Second Part, sign, seal and as her
act and deed deliver the within-written instrument for the
uses and purposes therein mentioned, and that she with
P. Lawrence Hoffman witnessed the execution thereof.

SWORN TO ME this 15th Michelle R. Cannon-Finch
day of May, 1991.

P. Lawrence Hoffman
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires 4-9-94



STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

TERMINATION OF RESTRICTIVE
COVENANTS

Deed Book 1044, Page 161
Plat Book 53, Page 5876
Deed Book 1844, Page 840
Deed Book 1844, Page 827

WHEREAS, Delcie L. Swindler, David Russell Lancaster, Donnie L. Mattox and Lecey Anne L. Carter (a/k/a Anne L. Carter) inherited from Murray Lancaster a tract of land located on the northern side of Killian Road, near the Town of Blythewood, County of Richland, State of South Carolina; and

WHEREAS, the above-mentioned parties partitioned said tract of land into ten (10) separate parcels, henceforth referred to as lots, as shown on the Final Plat of Murray Lancaster Estate prepared by Dennis G. Branham, R.L.S., dated February 9, 1991, and recorded in the Office of the Register of Deeds for Richland County in Plat Book 53 at page 5876; and

WHEREAS, in order to avoid creating land-locked lots with no access to a public roadway when the tract was subdivided, the said heirs of Murray Lancaster, collectively referred to as the ‘party of the first part’ along with the Richland County Council, by its duly-authorized chairman, referred to as the ‘party of the second part’, executed a Declaration of Restrictive Covenants, dated May 15, 1991, and recorded in the Office of the Register of Deeds for Richland County on July 30, 1991, in Deed Book 1044 at page 161; and

WHEREAS, said Restrictive Covenants were executed for the purpose of providing ingress and egress from the parcels designated on said plat as lots 1, 2, 3 and 6 to a county-maintained public dirt road, known as ‘Governors Pond Road’ and also shown on said plat; and

WHEREAS, in order to provide said ingress and egress, the Restrictive Covenants declared, among other things, that a privately maintained driveway would be established providing access to a public road for lots 1, 2, 3 and 6 on said plat; and

WHEREAS, the privately maintained driveway, though reserved by the Restrictive Covenants, and shown on said plat (identified thereon as ‘Longleaf Pines Road’), has never been physically established or maintained; and

WHEREAS, lots 1 and 2 on said plat have been conveyed by Delcie L. Swindler to Albert S. Allen by deed executed on March 15, 2013 and recorded in the Office of the Register of Deeds for Richland County in Deed Book 1844 at page 840, said lots being contiguous on all or a portion of their eastern boundaries to a tract of land (Richland County TMS Number 14781-01-01) owned by Albert S. Allen, and shown on the aforementioned plat as being ‘n/f Albert Allen’, said contiguously situated Allen tract having ingress and egress on its north side to a county-maintained public dirt road, known as Albert Allen Road, and Albert

S. Allen intends to merge lots 1 and 2 with his adjacent tract, thereby eliminating the need for the privately maintained driveway as a means of ingress and egress for lots 1 and 2 to Governors Pond Road; and

WHEREAS, Donnie L. Mattox died intestate on or about May 8, 2012, leaving as her sole heirs at law her husband, Tim Mattox, and their four (4) children: Timmy Mattox, Paula Mattox, Matthew Mattox and Michael Mattox, as evidenced by the copy of the obituary of Donnie L. Mattox attached hereto as Exhibit "A" and made a part hereof by reference; and

WHEREAS, lot 3 on said plat is owned by David Russell Lancaster and the need for ingress and egress from lot 3 to Governors Pond Road has now been satisfied by means other than the privately maintained driveway reserved by the Restrictive Covenants, namely, by and through the granting of an easement on, through and across lot 5 on said plat and also on, through and across the northeastern corner of lot 6 as indicated on said plat, said easement being granted by the heirs of Donnie L. Mattox, their heirs and assigns, owners of lots 5 and 6, to David Russell Lancaster and his heirs and assigns, said easement existing in perpetuity and running with the land, on June 6, 2013 and recorded in the Office of the Register of Deeds of Richland County in Deed Book 1867 at page 2817, thereby eliminating the need for the privately maintained driveway as a means of ingress and egress for lot 3 to Governors Pond Road; and

WHEREAS, lot 6 on said plat is owned by the heirs of Donnie L. Mattox and the need for ingress and egress from lot 6 to Governors Pond Road is satisfied by access across lot 5 on said plat, which is contiguous to lot 6 and which is also owned by the owners of lot 6 and has been merged with it; and

WHEREAS, those parcels of land designated as lots 1, 2, 3 and 6 on said plat, each, as of the date of the execution of this Termination of Restrictive Covenants, now have sufficient ingress and egress to and from county-maintained roadways without the establishment, maintenance or continuation of a privately maintained driveway; and

WHEREAS, Albert S. Allen is the current owner of lots 1 and 2, and David R. Lancaster is the current owner of lots 3, 4, 7 and 8, and the heirs of Donnie L. Mattox are the owners of Lots 5 and 6, and Justin R. Swindler is the owner of lot 9, and Delcie L. Swindler is the owner of lot 10, all of said plat; and

WHEREAS, the aforementioned owners of the ten (10) lots executed a Termination of Easement and Release of Roadway Maintenance Obligation on March 15, 2013 and recorded in the Office of the Register of Deeds of Richland County in Deed Book 1844 at page 827, which mutually releases each owner and his or her heirs and assigns from any duty, obligation, liability or responsibility, financial or otherwise, arising from the establishment of the privately maintained driveway by the Restrictive Covenants; and

WHEREAS, it is the desire and intention of the owners of the ten (10) lots, in executing this Termination of Restrictive Covenants, to completely and permanently terminate the above-referenced Restrictive Covenants in each individual provision thereof and in their entirety, and thus to render them null and void from this day forth; and

WHEREAS, the Richland County Council is a party to the Restrictive Covenants, as indicated by paragraphs one (1) and four (4) thereof, and the written consent of County Council, by and through its Chairman, is required to amend or modify and, presumably, to terminate them; and

WHEREAS, Richland County Council, as the 'party of the second part' in the execution of the Restrictive Covenants, joins with the owners of the ten (10) lots in permanently terminating said Restrictive Covenants in each individual provision thereof and in their entirety, rendering them null and void from this day forth;

THEREFORE, KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the mutual promises, covenants and undertakings set forth herein, the receipt and sufficiency of which being hereby acknowledged, the undersigned parties do hereby agree as follows:

1. The Declaration of Restrictive Covenants made by the parties thereto, dated May 15, 1991 and recorded in the Office of the Register of Deeds for Richland County on July 30, 1991 in Deed Book D104 on page 161 are hereby terminated and rendered null and void in each individual provision thereof and in their entirety from this day forth.
2. This Termination of Restrictive Covenants specifically references and complements the Termination of Easement and Release of Roadway Maintenance Obligation executed by the then current owners of lots 1 through 10 on March 15, 2013 and recorded in the Office of the Register of Deeds of Richland County in Deed Book 1844 on page 827, and is in no way intended to abridge, abrogate, modify, nullify or change in any way the agreement of the parties thereto.
3. The execution of this Termination of Restrictive Covenants by all parties hereto is in accordance with, and furtherance and completion of one of the stated possible eventualities contained in paragraph number four (4) of the above referenced Termination of Easement and Release of Roadway Maintenance Obligation which says, in part: "...all parties hereby agree to fully cooperate, with all deliberate speed, to pursue either the release of said lots 1 and 2 from the said Restrictive Covenants, OR, the termination of said Restrictive Covenants. The pursuit of obtaining either a release or a termination of said Restrictive Covenants includes taking all action necessary to obtain the written consent of County Council."
4. The owners of lots 1 through 10, and Richland County Council, by and through its Chairman, execute this Termination of Restrictive Covenants, and manifest their agreement and approval by affixing their duly executed and attested signatures hereto, with Richland County Council's agreement and approval being manifested by the duly executed and attested signature of the Richland County Council Chairman, whose signature is authorized by action taken by Council on July _____, 2013;
5. These signatures, as referenced above, will be deemed by all parties hereto to be sufficient for this Termination of Restrictive Covenants to take and have full, binding and permanent legal effect, without any further action being taken by the county or any other party hereto.

Item# 9

IN WITNESS WHEREOF, the undersigned parties have set their hands and seals this _____ day of _____, 2013.

[Signatures on Following Pages]

Witnesses:

Owner of Lots 1 and 2

Albert S. Allen

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that I am a duly commissioned, qualified and authorized Notary Public in and for the state set forth above and that ALBERT S. ALLEN appeared before me this day within the territorial limits of my authority and executed the aforesaid instrument for the uses and purposes therein set forth.

SWORN to and SUBSCRIBED before me
this ____ day of _____, 2013

(L.S.)
Notary Public for South Carolina
My Commission Expires: _____

Witnesses:

Owner of Lots 3, 4, 7 and 8

David Russell Lancaster

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGEMENT

COUNTY OF RICHLAND)

I, the undersigned Notary Public, do hereby certify that I am a duly commissioned, qualified and authorized Notary Public in and for the state set forth above and that DAVID RUSSELL LANCASTER appeared before me this day within the territorial limits of my authority and executed the aforesaid instrument for the uses and purposes therein set forth.

SWORN to and SUBSCRIBED before me
this ____ day of _____, 2013

_____ (L.S.)

Notary Public for South Carolina

My Commission Expires: _____

Witnesses:

Co-Owner of Lots 5 and 6

Tim Mattox

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that I am a duly commissioned, qualified and authorized Notary Public in and for the state set forth above and that TIM MATTOX appeared before me this day within the territorial limits of my authority and executed the aforesaid instrument for the uses and purposes therein set forth.

SWORN to and SUBSCRIBED before me
this ____ day of _____, 2013

_____ (L.S.)
Notary Public for South Carolina
My Commission Expires: _____

Witnesses:

Co-Owner of Lots 5 and 6

Timmy Mattox

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that I am a duly commissioned, qualified and authorized Notary Public in and for the state set forth above and that TIMMY MATTOX appeared before me this day within the territorial limits of my authority and executed the aforesaid instrument for the uses and purposes therein set forth.

SWORN to and SUBSCRIBED before me
this ____ day of _____, 2013

_____ (L.S.)

Notary Public for South Carolina

My Commission Expires: _____

Witnesses:

Co-Owner of Lots 5 and 6

Paula Mattox

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that I am a duly commissioned, qualified and authorized Notary Public in and for the state set forth above and that PAULA MATTOX appeared before me this day within the territorial limits of my authority and executed the aforesaid instrument for the uses and purposes therein set forth.

SWORN to and SUBSCRIBED before me
this ____ day of _____, 2013

_____ (L.S.)
Notary Public for South Carolina
My Commission Expires: _____

Witnesses:

Co-Owner of Lots 5 and 6

Matthew Mattox

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that I am a duly commissioned, qualified and authorized Notary Public in and for the state set forth above and that MATTHEW MATTOX appeared before me this day within the territorial limits of my authority and executed the aforesaid instrument for the uses and purposes therein set forth.

SWORN to and SUBSCRIBED before me
this ____ day of _____, 2013

(L.S.)
Notary Public for South Carolina
My Commission Expires: _____

Witnesses:

Co-Owner of Lots 5 and 6

Michael Mattox

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that I am a duly commissioned, qualified and authorized Notary Public in and for the state set forth above and that MICHAEL MATTOX appeared before me this day within the territorial limits of my authority and executed the aforesaid instrument for the uses and purposes therein set forth.

SWORN to and SUBSCRIBED before me
this ____ day of _____, 2013

(L.S.)
Notary Public for South Carolina
My Commission Expires: _____

Witnesses:

Owner of Lot 9

Justin Randolph Swindler

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGEMENT

COUNTY OF RICHLAND)

I, the undersigned Notary Public, do hereby certify that I am a duly commissioned, qualified and authorized Notary Public in and for the state set forth above and that JUSTIN RANDOLPH SWINDLER appeared before me this day within the territorial limits of my authority and executed the aforesaid instrument for the uses and purposes therein set forth.

SWORN to and SUBSCRIBED before me
this ____ day of _____, 2013

_____ (L.S.)

Notary Public for South Carolina

My Commission Expires: _____

Witnesses:

Owner of Lot 10

Delcie L. Swindler

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that I am a duly commissioned, qualified and authorized Notary Public in and for the state set forth above and that DELCIE L. SWINDLER appeared before me this day within the territorial limits of my authority and executed the aforesaid instrument for the uses and purposes therein set forth.

SWORN to and SUBSCRIBED before me
this ____ day of _____, 2013

_____ (L.S.)
Notary Public for South Carolina
My Commission Expires: _____

Witnesses:

On Behalf of Richland County Council

Kelvin E. Washington, Sr.
Chairman, Richland County Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that I am a duly commissioned, qualified and authorized Notary Public in and for the state set forth above and that Richland County Council Chairman KELVIN E. WASHINGTON, SR. appeared before me this day within the territorial limits of my authority and executed the aforesaid instrument for the uses and purposes therein set forth.

SWORN to and SUBSCRIBED before me
this ____ day of _____, 2013

(L.S.)
Notary Public for South Carolina
My Commission Expires: _____

Appendix D

In Memory of Donnie L. Mattox

May 14, 1949 - May 8, 2012

Obituary



Service Information

[Click here to expand.](#)

Funeral Etiquette

[What To Do Before, During and After a Funeral Service](#)

[What To Say When Someone Passes Away](#)

[What To Wear To a Funeral Service](#)

[Helping a Friend Cope With Grief](#)

[What To Say When You Don't Know What To Say](#)

Mrs. Donnie L. Mattox, 62, of Columbia, died Tuesday, May 8, 2012. Born in Columbia, she was a daughter of the late Murray and Lucy Harris Lancaster. A little over 44 years ago, Donnie married her high school sweetheart, Tim. She dedicated her life to caring for family and friends, always thinking of others before herself. Donnie was a member of Fair Lawn United Methodist Church. Survivors include her husband, Tim Mattox; her children, Timmy Mattox, Paula Mattox (Wayne Hudson), Matthew Mattox, Michael Mattox (April Morris); grandchildren, Melinda and Michael Mattox, Jr.; sister, Delcie Swindler; and brother Russell Lancaster. In...

[Read Complete Obituary](#)

[Send Flowers](#)

[Send Comfort Food](#)

Print: Share:

Guest Book

[View Complete Guest Book \(28 entries\)](#)



Share your memories or express your condolences by signing the Guest Book below or [click here for entry suggestions.](#)

"Timmy, Praying for your dad and family during this difficult time. Donnie was a wonderful mother. She will not be forgotten."

Renee Davis-Price (West Columbia, SC)

Begin your entry here.

This Guest Book has 28 entries. [View Complete Guest Book](#)

More Obituaries

State, The
Donnie L. Mattox COLUMBIA - Mrs. Donnie L. Mattox, 62, of Columbia, died Tuesday, May 8, 2012. Born in Columbia, she was a daughter of the late...

[Read obituary at State, The.](#)

Personalize Your Tribute

Share photos, videos and more with Legacy Memorial Websites. Find out more.

Print: Share:

Express your Condolences in Memory of
Donnie L. Mattox

SEND FLOWERS
to participate with your loved FTD client.



Make Your Plan Today

Preplanning your funeral or cemetery arrangements gives you and your loved ones peace of mind. Don't wait. [Click or call now](#), and make your plan today.

Request a FREE Personal Planning Guide

Plan Online Now

Call 800-34-DIGNITY



Exhibit "A"

Richland County Council Request of Action

Subject

Codify Property Maintenance Regulations [**PAGES 101-107**]

Reviews

Richland County Council Request of Action

Subject: Codify Property Maintenance Regulations

A. Purpose

County Council is requested to approve an ordinance amendment in Chapter 6 of the Richland County Code of Ordinances with regards to property maintenance regulations.

B. Background / Discussion

Currently property maintenance regulations, including Unsafe Structures, are found in the International Property Maintenance Code. With the codification of some of these regulations in the Richland County Code of Ordinances, the Unsafe Structures Division can take aggressive steps to identify and facilitate the abatement of physical conditions and characteristics of non-compliant, substandard and unsanitary structures, when conditions and characteristics are such as to be detrimental to or jeopardize the health, safety and welfare of the public or potential occupants. Also, citizens will be able to access these same regulations on the County’s website, which may make it easier for people to understand and to know what to do to secure their homes.

The Unsafe Structures Program was established to improve the quality of life for all Richland County residents with swift due process and enforcement through an aggressive program dealing with property maintenance, structural, environmental, and public nuisance codes. Richland County Building Codes and Inspections Department currently enforces the 2012 International Property Maintenance Code (Section 6-182 of the Richland County Code of Ordinances). The Unsafe Structures Program uses demolition as a form of rehabilitation of properties located in the unincorporated areas of Richland County.

C. Legislative / Chronological History

On May 21, 2013, a motion was made by the Honorable Torrey Rush, which was forwarded to the D&S Committee agenda:

“I move to direct staff to draft appropriate language so as to codify unsafe housing regulations within Chapter 6 of the County Code of Ordinances, which are consistent with the International Property Maintenance Code, as amended.”

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

1. Approve the request to codify unsafe structures regulations.
2. Do not approve the request to codify unsafe structures regulations.

F. Recommendation

It is recommended that Council approve the request to codify unsafe structures regulations.

Recommended by: Honorable Torrey Rush

Department: Council

Date: 5/21/13

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G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 7/10/13

Recommend Council approval

Recommend Council denial

✓ Recommend Council discretion

Comments regarding recommendation:

This is a policy decision for Council with no known financial impact stated in the ROA.

Building Codes and Inspections

Reviewed by: Donny Phipps

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 7/16/13

Recommend Council approval

Recommend Council denial

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

Richland County has adopted the current version of the Property Maintenance Code, which allows for complete and aggressive enforcement of unsafe housing issues. This proposed ordinance would duplicate a very small portion of the Property Maintenance Code (and place such language in the County Code) in an effort to make it more accessible to the citizens of Richland County. While I agree that that goal is worthwhile and useful, I am concerned that we may create more confusion among citizens by leading them to believe that this small portion of Code is the relevant portion of the law, when in fact, the entire Property Maintenance Code still applies to all unsafe housing situations whether or not such language is codified in its entirety.

Administration

Reviewed by: Sparty Hammett

Date: 7/18/13

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; ARTICLE X, PROPERTY MAINTENANCE; SO AS TO CODIFY PROPERTY MAINTENANCE REGULATIONS.

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

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

Sec. 6-182. Adoption Adopted.

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

Sec. 6-183. Unfit Buildings.

(a) Authority/Definitions. This Section is authorized by S.C. Code, §§ 31-15-310 *et seq.*, as amended. The words “county,” “owner,” “parties in interest” and “dwelling” shall have the same meanings as set forth in S.C. Code, § 31-15-310 of such code. As used herein, the phrase “close the dwelling” shall mean the securing of all windows and doors of a dwelling in such a manner as to prevent the unauthorized entry into the dwelling or the damage of any glassed or other openings.

(b) Findings of council. The county council finds that there exist in the county structures which are unfit for human habitation or use due to (1) dilapidation, (2) defects increasing the hazards of fire, accidents or other calamities, (3) lack of ventilation, light or sanitary facilities, or (4) other conditions rendering such dwellings unsafe or unsanitary, dangerous, or detrimental to the health, or safety or otherwise inimical to the welfare of the residents of the county.

(c) Enforcement of section; additional powers of housing official. The Housing Official is hereby authorized and directed to exercise the powers prescribed in this section. S/he may exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this section, including the following powers in addition to others granted by this section or the enabling legislation:

- (1) To investigate conditions of unoccupied dwellings or unused structures located in the county in order to determine whether such dwellings/structures therein are unfit for human habitation or other use;
- (2) To examine witnesses and receive evidence;

Item# 10

(3) To enter upon premises for the purpose of making examinations, provided such entries be made in such manner as to cause the least possible inconvenience to the property owner(s); and

(4) To delegate any of her/his functions and powers under this section to such officers and agents as s/he may designate.

(d) Standards for determining fitness of structure for human habitation or use. The Housing Official may determine that a structure is unfit for human habitation or other use if s/he finds that conditions exist in such structure which are dangerous or injurious to the health or safety of potential occupants of such structure, the occupants of neighboring dwellings/structures or other residents in the county. Such conditions may include the following (without limiting the generality of the foregoing): Defects increasing the hazards of fire, accidents or other calamities; lack of adequate ventilation, light or sanitary facilities; dilapidation; disrepair; structural defects; uncleanliness; and breeding areas for insects or vermin.

(e) Closing a dwelling/structure. See Section 6-84 of the Richland County Code of Ordinances.

(f) Compliance procedure; action to be taken by housing official; failure to comply with order to repair.

(1) Whenever it appears to the Housing Official that any dwelling/structure is unfit for human habitation or other use, the Housing Official shall, if her/his preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner of and all parties in interest in such dwelling/structure a "Notice of Violation" stating the charges in that respect and what steps need to be taken to remediate the condition of structure, and their right to appeal the Housing Official's determination of unfitness to the Building Codes Board of Appeals within twenty (20) days of receipt of the written complaint. In addition, the Housing Official may cause to be posted on the main entrance of any dwelling/structure so closed, a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful."

(2) If an appeal is filed, a hearing before the Building Codes Board of Appeals shall be scheduled to determine whether or not the Housing Official misinterpreted the provisions of the International Property Maintenance Code in finding that the said dwelling/structure was unfit.

(3) If the owner does not appeal and fails to comply with the "Notice of Violation", the Housing Official shall cause to be served upon the owner of and all parties in interest in such dwelling/structure an "Order" stating that the Housing Official will cause such dwelling/structure to be removed or demolished.

(4) The amount of the cost of removal or demolition by the Housing Official shall be a lien against the real property upon which such cost was incurred.

(6) Notice of Violations or Orders issued by the Housing Official pursuant to this Section shall be served upon persons either personally or by registered mail, but if the whereabouts of such persons is unknown or cannot be ascertained by the Housing Official in the exercise of reasonable diligence, the Housing Official shall make an affidavit to that effect and serve Notice of Violation or Order upon such persons by publishing it once a week for two (2) consecutive weeks in a newspaper printed and published in the county.

(g) Rights of persons affected by orders. In accordance with S.C. Code, § 31-15-370, any person affected by an order issued by the Housing Official may, within sixty (60) days after the posting and service of the order, petition the circuit court for an injunction restraining the Housing Official from carrying out the provisions of the order and the court may, upon such petition, issue a temporary injunction restraining the Housing Official pending the final disposition of the cause. Hearings shall be had by the court on such petitions within twenty (20) days or as soon thereafter as possible and shall be given preference over other matters on the court's calendar. The court shall hear and determine the issues raised and shall enter such final order or decree as law and justice may require. In all such proceedings the findings of the Housing Official as to facts, if supported by evidence, shall be conclusive. Costs shall be in the discretion of the court. The remedies herein provided shall be exclusive remedies and no person affected by an order of the Housing Official shall be entitled to recover any damages for action taken pursuant to any order of the Housing Official or because of compliance by such person with any order of the Housing Official.

(h) Provisions are cumulative. Nothing contained in this section or the enabling legislation shall be construed to abrogate or impair the powers of the courts or of any department of any municipality in the county to enforce any provision of its charter or its ordinances or regulations, or to prevent or punish violations thereof and the powers conferred by this Section and the enabling legislation shall be in addition and supplemental to the powers conferred by any other law.

Secs. 6-184--6-190. Reserved.

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

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

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

RICHLAND COUNTY COUNCIL

Item# 10

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

ATTEST THIS THE _____ DAY

OF _____, 2013

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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