

**RICHLAND COUNTY**  
**DEVELOPMENT & SERVICES**  
**COMMITTEE AGENDA**



**Tuesday, FEBRUARY 23, 2021**

**5:00 PM**

**ZOOM MEETING**

**The Honorable Allison Terracio, Chair**

**County Council District 5**

**The Honorable Derrek Pugh**

**County Council District 2**

**Honorable Gretchen Barron**

**County Council District 7**

**The Honorable Cheryl English**

**County Council District 10**

**The Honorable Chakisse Newton**

**County Council District 11**

# RICHLAND COUNTY COUNCIL 2021



Bill Malinowski  
District 1  
2018-2022



Derrek Pugh  
District 2  
2020-2024



Yvonne McBride  
District 3  
2020-2024



Paul Livingston  
District 4  
2018-2022



Allison Terracio  
District 5  
2018-2022



Joe Walker III  
District 6  
2018-2022



Gretchen Barron  
District 7  
2020-2024



Overture Walker  
District 8  
2020-2024



Jessica Mackey  
District 9  
2020-2024



Cheryl English  
District 10  
2020-2024



Chakisse Newton  
District 11  
2018-2022





Richland County Development & Services Committee

February 23, 2021 - 5:00 PM  
Zoom Meeting  
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Allison Terracio
2. **APPROVAL OF MINUTES** The Honorable Allison Terracio
  - a. Regular Session: December 17, 2020 [PAGES 7-12]
3. **ADOPTION OF AGENDA** The Honorable Allison Terracio
4. **ELECTION OF CHAIR**
5. **ITEMS FOR ACTION**
  - a. Amend the County's current ordinance, in order to allow lighting on Broad River Road [DICKERSON] [PAGES 13-106]
  - b. Solid Waste - Richland Recycles Events [PAGES 107-111]
  - c. Petition to Close Portion of Old Percival Road/Spears Creek Rd [PAGES 112-117]
  - d. Mutual Easement Agreement between Washington & Assembly, LLC and Richland County, South Carolina impacting the Richland Library branch located on Assembly Street, Columbia, South Carolina [PAGES 118-149]
6. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**
  - a. I move to evaluate affordable housing options to include the option of establishing an Affordable Housing Trust Fund for Richland County as a benefit to the public. Housing is considered to be “affordable” when 30% or less of one’s income is spent on housing and utilities. In

Richland County, nearly half of renters pay more than a third of their income on rent and utilities [TERRACIO] [PAGES 150-152]

- b.** I move to direct the County Attorney to work with the County Administrator to research and draft an absentee landlord ordinance. The ordinance should provide potential remedies for individuals who violate county ordinances and provide, via supplemental documentation, a comprehensive review of the legal impacts [potentially] associated with the adoption of such an ordinance. [NEWTON and DICKERSON] [PAGES 153-154]

## **7. 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.



Development & Services Committee  
December 17, 2020 -5:00 PM  
Zoom Meeting

COMMITTEE MEMBERS PRESENT: Allison Terracio, Chair, Jim Manning, Gwendolyn Kennedy and Chakisse Newton

OTHERS PRESENT: Paul Livingston, Bill Malinowski, Michelle Onley, Leonardo Brown, Tamar Black, Angela Weathersby, Kyle Hoslcaw, Ashiya Myers, Mike Zaprzalka, Ashley Powell, John Thompson, Brian Crooks, Geo Price, Randy Pruitt, Ronaldo Myers, Jennifer Wladischkin, Brad Farrar, Lori Thomas, Mike Maloney, Chris Eversmann, Elizabeth McLean, Larry Smith, Brittney Hoyle-Terry and Sandra Haynes

1. **CALL TO ORDER** – Ms. Terracio called the meeting to order at approximately 5:00 PM.
2. **APPROVAL OF MINUTES** –
  - a. **Regular Session: November 19, 2020** - Ms. Newton moved, seconded by Ms. Terracio to approve the minutes as distributed.  
  
In Favor: Terracio, Newton  
  
Present but Not Voting: Manning  
  
Not Present: Kennedy  
  
The vote in favor was unanimous
3. **ADOPTION OF AGENDA** – Mr. Malinowski inquired if item 4(c) is a time sensitive matter.

Mr. Brown responded, to the extent that we are trying to get funding from another source, we need to know whether the County is going to approve this item.

Mr. Malinowski stated he did not think it was properly before the Committee, based on the Council Rule that items, with information, are to be turned in two weeks prior to the Committee meeting. He noted from emails between the Committee Chair and Mr. Brown this item was added a couple of days before the agenda was printed.

Ms. A. Myers responded the documentation was submitted to Administration on December 3<sup>rd</sup>.

Ms. Newton moved, seconded by Ms. Terracio, to adopt the agenda as published.

In Favor: Terracio, Newton

**Development & Service Committee  
December 17, 2020**

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Present but Not Voting: Manning

Not Present: Kennedy

The vote in favor was unanimous.

#### 4. **ITEMS FOR ACTION**

- a. Move that Richland County discontinue its practice of demolishing private property in the unincorporated areas of Richland County where that property is not on a public road without that property owner's consent and opportunity to be heard by Richland County council, and I further move that any and all such involuntary demolitions be incurred at the County's expense and not the property owner's expense - Mr. Manning moved, seconded by Ms. Newton to approve staff's recommendation for items 4(a), (b), and (c).

Ms. Newton inquired about what problem Item 4(a) was trying to solve.

Mr. Brown responded Councilwoman Myers communicated she felt as though these properties were being demolished and taken from the residents without their input and an ability to say so. He believed her intent was to try to put something in place that would not allow the demolishing to take place. Staff tried to address it in the documentation. The information was shared with those residents, and they were contacted. This activity did not take place without their knowledge or awareness.

Ms. Newton stated, for clarification, residents are notified and given a chance to remediate any problems before the County takes action.

Mr. Brown responded in the affirmative.

Ms. Terracio stated staff's recommendation was to continue our current implementation. She noted Council is more informed about how we implement this program.

Mr. Malinowski inquired why the County is able, or allowed, to go onto private property and do something. He believes that was one of Ms. Myers' concerns was when a property is not on a public road, and it is without the property owner's consent.

Mr. Zaprzalka responded the property maintenance code, as we have adopted it, does not distinguish between private roads or private property. It outlines an unsafe structure, as a whole. Therefore, the building official, by the authority of the code, can deem a structure unsafe regardless of the type of property it is. To ease the mind of Council, we do not go on a property with a "Do Not Trespass" sign". They stop and take a picture from afar, and then notify the owner. They have been working with Legal in reference to what the County's legal right is to fully enter the property for the unsafe structure. As the code is written, it does not distinguish between private and public property. It clearly states unsafe structure that are deemed unsafe.

Mr. Malinowski stated the fact that staff is working with Legal it seems we are being asked to pass something that we do not know if the County could be held liable for in a particular situation. All of that information should have been brought here before asking permission to enact an ordinance or continue with an ordinance as it is. Regardless of what the code says,

**Development & Service Committee  
December 17, 2020**

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there are questions that Legal has to answer. He inquired why staff would not get those answers before bringing this before the Committee.

Mr. Zaprzalka responded it is not a matter of it being a liability factor the way we currently do it. Periodically we take situations where there is a "No Trespassing" sign and send it to Legal to verify they are doing it correctly. The way the code is written, and from Legal's perspective, we are okay to operate as we have been doing. This is not something we are questioning. We are verifying that we are interpreting things correctly in moving forward. We want to make sure we continue to make the correct decision.

Mr. Malinowski inquired if Legal has made any comment on whether there is an expectation of privacy on an individual's private property, especially with "No Trespassing" signs, and if taking pictures is a violation of that privacy.

Ms. Powell requested to defer the question to Legal.

Mr. Pruitt stated Chapter I of the Code adopted by Council a right of entry to the building official if they can identify an unsafe structure from the road. It does not matter what type of road, whether it is dirt or paved. If the inspectors are out doing their job, then the Codes gives them that authority.

Ms. Terracio inquired if that is how we know if there is a potentially unsafe structure or do people call them in.

Mr. Pruitt responded sometimes people called them in, and sometimes they see them from the road.

Mr. Malinowski noted Mr. Farrar has not weighed in yet.

Mr. Farrar responded he believed the motion pertained to demolishing structures, not trespassing.

Ms. Terracio stated the motion is regarding the demolishing of unsafe structures that the property owners have been given a chance to remedy. She noted Mr. Malinowski brought forward the concerns about the County going onto private property without permission.

Mr. Farrar stated trespassing differs depending on what you are talking about. If you are talking about going up to a structure without a fence, you have every right to go up to the structure to inspect it. If there is a fence and a lock on it, then you have a different issue. If there is a fence, lock and a sign on it then you have a different issue. This is not a one size fits all. We have training classes that deal with trespassing. A lot of them exempt government officials doing their basic duties.

Ms. Terracio inquired if it was safe to say staff is following the law.

Mr. Farrar responded he does not have any concern about what they are doing. We want to avoid any confrontation with the public because it is public safety issues. If you are not invited or someone tells them to go away, then back off and come back another day. You may have to get a search warrant or a deputy escort. This is something we take seriously in the training classes with the code enforcement officers.

**Development & Service Committee  
December 17, 2020**

Ms. Newton stated, to address the motion made, there is a section for County Attorney feedback that says, "We need to be very careful about violation of equal protection and the prohibition of spending public funds on private property." There were two parts to the motion. The first part being that we not demolish it. Secondly, if we did demolish property involuntarily it be done at the County's expense, and not the property owner's expense. In the case of what is termed "involuntary demolition", we are still accessing those fees to the property owner.

Mr. Zaprzalka responded, when it comes to spending the funds on the private property, the funds are recouped through a lien on the property under Chapter I of the Code. We are not in the business of tearing down someone's home. Every opportunity is given to the homeowner to remediate the building.

Ms. Terracio inquired if the unsafe structures are generally sheds, garages, or is it just across the board.

Mr. Zaprzalka responded there is a broad spectrum. A higher percentage would be abandoned and dilapidated mobile homes. Then there are old sheds or block buildings that people have not done anything with.

Mr. Malinowski noted on Item 4(b), "SCDOT Snow and Ice Removal Agreement, the agreement may not come into play, but the comment was made this is an opportunity for the County to possibly get additional money into this particular department. When he read through the agreement it said, "Fuels, lubricants, and necessary repairs and maintenance are to be furnished by the County". Therefore, if we have a motor grader that is damaged while someone is removing the snow or ice; by striking a hidden cutoff pipe or a manhole, we are looking at the potential cost of large repairs. Have we looked at the potential costs?

Mr. Eversmann responded the routine repairs, incidental to the employment of equipment, is reflected in their operating budget, which is appropriated by the County. He noted it is also reflected in the Davis Bacon reimbursement rates. A lot of things go into the determination of those rates, to include wear and tear. If it were something large scale and significant, we would, to a certain degree, eat those costs. For a catastrophic incident, we are insured. In the past, we have performed these services, on behalf of the State, every 4 or 5 years. Because there has not been an agreement of this nature, we have not gotten the benefit of any reimbursement.

Mr. Malinowski inquired about the hourly pay rate of the motor grader operators.

Mr. Eversmann responded it varies, but typically \$18 - \$24/hr. He noted, as far as the wage rates, Davis Bacon corrects the County. SCDOT will apply a multiplier depending if they are on standby or deployed.

Mr. Malinowski stated, based on the Executive Order, the hourly minimum wage was \$10.80. The document cites the Davis Bacon Act, but he is not sure how that act raises the wages. He inquired if the County employees would be compensated at a rate they would be willing to work.

Mr. Eversmann responded the employee will be compensated at their existing rate. It is just a matter of how much the SCDOT will be reimbursing us for our overall efforts.

Ms. McLean inquired if the Committee could add a sentence to this agreement that would make

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December 17, 2020**

it clear that only County employees operate this equipment.

Mr. Manning and Ms. Newton accepted Legal's requested amendment.

Mr. Malinowski noted he believes Item 4(c) went to Full Council and it was voted down. He inquired why this is back at the committee level.

Dr. Thompson responded he was not sure why it came back to the committee. He noted staff has addressed Council's concerns. One of those concerns was that the CTIP that staff set forth did not include dirt roads. The modified CTIP includes dirt roads. The other concern was we addressed abandoned roads over dirt roads, so the abandoned roads have been removed from the CTIP.

Mr. Malinowski inquired why the changes were not highlighted in the document. He did not see the changes; therefore, he did not go back and review the documents. He requested the changes be notated before it is presented to Council.

Dr. Thompson responded in the affirmative.

Mr. Maloney stated they brought it back because what the committee recommended was different because of the addition of the dirt roads. By the time this item is presented to Council, the changes to the CTIP will be highlighted.

In Favor: Terracio, Manning, Newton

Present but Not Voting: Kennedy

The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Newton, to reconsider Items 4(a), (b) and (c).

Mr. Malinowski inquired why they need to reconsider these items when they have to go to full Council.

Ms. Terracio ruled Mr. Manning's motion out of order.

Dr. Thompson requested the committee forward items 4(b) and 4(c) to the Special Called meeting this evening. He noted staff will provide an updated briefing document for Item 4(c) to Mr. Malinowski prior to the meeting.

Ms. Terracio stated she would agree to forward these items to the Special Called meeting, but it would be up to the Chair to amend the agenda.

Mr. Manning moved, seconded by Ms. Newton, to reconsider item 4(b) and (c), so they can be forwarded to tonight's Special Called meeting.

Opposed: Terracio, Manning, Newton, Kennedy

The motion for reconsideration failed.

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- b. SCDOT Snow and Ice Removal Agreement (Local Governments)] – This item was taken up under Item 4(a).
- c. Move that Richland County proceed with completing the plan to move the EOC/EMS out of the windowless basement of the parking garage to the old junkyard property brought years ago for that purpose at the corner of Two Notch Rd and Cushman Drive [MANNING] – This item was taken up under Item 4(a).

5. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**

- a. I move to evaluate affordable housing options to include the option of establishing an Affordable Housing Trust Fund for Richland County as a benefit to the public. Housing is considered to be “affordable” when 30% or less of one’s income is spent on housing and utilities. In Richland County, nearly half of renters pay more than a third of their income on rent and utilities - No action was taken.
- b. I move to direct the County Attorney to work with the County Administrator to research and draft an absentee landlord ordinance. The ordinance should provide potential remedies for individuals who violate county ordinances and provide, via supplemental documentation, a comprehensive review of the legal impacts [potentially] associated with the adoption of such an ordinance. [NEWTON and DICKERSON] – No action was taken.
- c. Amend the County's current ordinance, in order to allow lighting on Broad River Road [DICKERSON] – No action was taken.

Ms. Newton noted as the Rules and Appointment Committee was reviewing Council Rules, and proposed changes to rules, our current rules state that when items are in the Pending Analysis category, information is to be provided as an update. She wanted to point that out, so when these items come back before them, they can have that information.

Ms. Terracio inquired if there were any updates from staff.

Ms. Powell responded following conversations from the last committee meeting, and subsequent to that committee, both of these items moved back to the staff work group. There is not a comprehensive update at this time.

Ms. A. Myers stated, in relation to item 5(b), she has requested an updated ordinance from Legal, per the request.

- 6. **ADJOURNMENT** – The meeting adjourned at approximately 5:39 PM.



**Agenda Briefing**

<b>Prepared by:</b>	Clayton Voignier	<b>Title:</b>	Director
<b>Department:</b>	Community Planning & Development	<b>Division:</b>	Planning Services
<b>Date Prepared:</b>	February 09, 2021	<b>Meeting Date:</b>	February 23, 2021
<b>Legal Review</b>	Elizabeth McLean via email	<b>Date:</b>	February 10, 2021
<b>Budget Review</b>	James Hayes via email	<b>Date:</b>	February 10, 2021
<b>Finance Review</b>	Stacey Hamm via email	<b>Date:</b>	February 16, 2021
<b>Approved for consideration:</b>	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
<b>Committee</b>	Development & Services Committee		
<b>Subject:</b>	Street Lighting		

**STAFF’S RECOMMENDED ACTION:**

Staff recommends the following:

1. Identify a funding source other than the Neighborhood Redevelopment Fund for the provision of street lighting service County-wide in accordance with §21-12 of the County Code of Ordinances.
2. Discontinue paying for street lighting service currently paid for through the Neighborhood Redevelopment Fund until such time as another appropriate funding source is identified.

**Request for Council Reconsideration:** Yes

**FIDUCIARY:**

Are funds allocated in the department’s current fiscal year budget?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If no, is a budget amendment necessary?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No

Currently, the County pays for street lighting on a select number of roadways from the Neighborhood Redevelopment Fund, GL1210650000.522000. As such, if Council were to approve the motion and choose the Neighborhood Redevelopment fund as the funding source, a budget amendment would be necessary.

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

At this time, payments for the operation of street lighting have been occurring from the Neighborhood Redevelopment Fund. For FY20, the County paid a total of \$35,511 for street lighting. This fiscal year the County has paid a total of around \$18,927 as of February 1, 2021. Staff anticipates that these figures are likely to increase moving forward, which has been the trend from prior fiscal years.

If the Neighborhood Redevelopment Fund were to continue as the funding source for street lighting service, the Neighborhood Improvement Program (NIP) in the Planning Services Division would not be able to fund many of the various neighborhood projects and programs, primarily related to Council adopted Neighborhood Master Plans.

**COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

None.

**REGULATORY COMPLIANCE:**

Chapter 21 of the Richland County Code of Ordinances generally deals elements which fall under the purview of the Department of Public Works, particularly roads, drainage, and other infrastructure. The current chapter was adopted as part of an overall rewrite with amendments under Ordinance No. 005-03HR, with an effective date of January 21, 2003. Section 21-12 was first enacted as part of this amendment to Chapter 21. Section 21-12 pertains to street lighting on roadways. The Code states:

“The County shall not provide street lighting on any highway, street or road until such time as sufficient funds are appropriated to provide that service county-wide. Homeowners or homeowner’s associations may obtain street lighting through contractual arrangements with the electric utility serving their area.”

No amendments or changes have been made to this section of Chapter 21 since it was adopted. Since the ordinance was enacted, County Council has, via subsequent motions, directed that the County establish and pay for street lighting in certain areas thereof, thus entering into agreements which appear to violate the aforementioned ordinance and section of the Code.

**MOTION OF ORIGIN:**

“Amend the County's current ordinance, in order to allow lighting on Broad River Road.”

<b>Council Member</b>	Joyce Dickerson, District 2 (Former Councilperson)
<b>Meeting</b>	Special Called Council Meeting
<b>Date</b>	November 10, 2020

**STRATEGIC & GENERATIVE DISCUSSION:**

In October of 2018, the Planning Services Division hosted an event entitled “Tea and Talks with Planners.” This event was held to serve as an informal setting for staff to brief Council on upcoming issues, initiatives, and projects. The event was also an opportunity for Council members to ask questions of staff about upcoming work as pertained to planning. Council members in attendance mentioned that a comprehensive lighting plan would be beneficial for the County and that it would be helpful for staff to provide information regarding such. Staff researched how the County could establish such a plan. The research consisted of what street lighting entails and how to conduct, implement, and potentially finance a lighting plan. Out of this research, an issue arose wherein staff believed the County to be in violation of its own Code of Ordinances as relates to the payment and provision of street lighting. These violations were brought to the attention of the then County Administrator.

There have been at least four motions, which were passed between February 1, 2011 and July 1, 2014, for approving and enacting lease agreements which provided street lighting. During this time, no funds were appropriated that would satisfy the requirement under Section 21-12 to provide street lighting to the entirety of the County, nor have such funds been allocated for that purpose since that time. Each of the items or motions were brought before Council after having been routed through Committees and reviewed by various Departments with no comments pointing to the street lighting provisions within County Code. Two other lighting agreements appear to have been made through County Administration

and/or Departments. In total, staff is aware of at least five lighting agreements for street lighting for which the County is paying. These include lighting agreements on Decker Boulevard, Broad River Road, Monticello Road, two lights at Susan Road near Arrowwood Drive, and a streetlight at 102 Stoney Point Lane (102 Stoney Point Lane is listed as County property, per Assessor records). Each of these roads, except Stoney Point Lane, are maintained by SCDOT.

As noted above, §21-12 states that the County will not provide any street lighting until a dedicated funding source is identified and available. The ordinance has an approval date of January 21, 2003, which predates the lighting the County is currently providing and leasing. Current practice appears to conflict with the County Code, where street lighting is being provided though no dedicated funding source is available to provide service county-wide.

Staff does not believe an amendment to the motion is warranted at this time. Staff believes the current language is appropriate but that a funding source, per the Code, needs to be identified for providing lighting service. Based upon the original motion, the request is allowable but a funding source needs to be identified that could allow the service County-wide in order for staff to proceed.

#### **ADDITIONAL COMMENTS FOR CONSIDERATION:**

Street lighting infrastructure could be provided along Broad River Road, as it is within a Neighborhood Master Plan and therefore could potentially occur as an implementation project in the future. However, the costs for the service would need to be passed on to the businesses, homeowners, and property owners where such lighting is installed.

#### **ATTACHMENTS:**

1. Minutes from November 10, 2020 Special Called Meeting
2. Section 21-12 and Ordinance No. 005-03HR
3. Street Lighting Report (Draft Document from 2018)
4. Memorandum to then Administrator Gomeau (Sent for Routing, Feb. 2, 2019)
5. Agenda & Minutes from February 1, 2011 Council Meeting
6. Agenda & Minutes from November 13, 2012 Council Meeting
7. Agenda & Minutes from July 1, 2014 Council Meeting



## Richland County Council

SPECIAL CALLED MEETING  
November 10, 2020 – 6:00 PM  
Zoom Meeting  
2020 Hampton Street, Columbia, SC 29204

**COUNCIL MEMBERS PRESENT:** Paul Livingston, Chair; Dalhi Myers, Joyce Dickerson, Bill Malinowski, Jim Manning, Yvonne McBride, Chakisse Newton, Allison Terracio, and Joe Walker

**OTHERS PRESENT:** Michelle Onley, Dale Welch, John Thompson, Ashiya Myers, Larry Smith, Ashley Powell, Sandra Haynes, Leonardo Brown, Judy Carter, Brad Farrar, Tamar Black, Jennifer Wladischkin, Tariq Hussain, Michael Niermeier, Randy Pruitt, Clayton Voignier, James Hayes, Stacey Hamm, Michael Maloney, Stephen Staley, Ronaldo Myers, Michael Byrd, Kerry Smyser, Brittney Hoyle-Terry, Quinton Epps, Jeff Ruble Dwight Hanna and Geo Price

1. **CALL TO ORDER** – Mr. Livingston called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Joyce Dickerson.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Joyce Dickerson
4. **APPROVAL OF MINUTES**
  - a. Special Called Meeting: October 6, 2020 – Ms. Dickerson moved, seconded by Mr. Walker, to approve the minutes as distributed.  
  
In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Myers and Newton  
  
Not Present: Kennedy  
  
The vote in favor was unanimous.
  - b. Regular Session: October 20, 2020 – Ms. McBride moved, seconded by Ms. Terracio, to approve the minutes as distributed.  
  
In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Myers and Newton  
  
Not Present: Kennedy  
  
The vote in favor was unanimous.
  - c. Zoning Public Hearing: October 27, 2020 – Ms. McBride moved, seconded by Ms. Dickerson, to approve the minutes as distributed.  
  
Mr. Livingston made a substitute motion, seconded by Mr. Walker, to reconsider the portion of the minutes related to Case # 20-022MA.

The vote was in favor.

***Council went into Executive Session at approximately 9:34 PM and came out at approximately 10:56 PM***

Mr. Manning moved, seconded by Mr. Walker, to come out of Executive Session.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker, Manning, Myers and Newton

Not Present: Kennedy

The vote in favor was unanimous.

- a. Compensation for Interim Clerk to Council – Ms. Newton moved, seconded by Mr. Walker, to update the contract, as discussed in Executive Session.

In Favor: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker and Newton

Not Present: Kennedy

The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Mr. Livingston, to reconsider this item.

Opposed: Malinowski, Dickerson, McBride, Livingston, Terracio, Walker and Newton

Not Present: Kennedy

The motion for reconsideration failed.

23. **MOTION PERIOD**

- a. Amend the County's current ordinance, in order to allow lighting on Broad River Road [DICKERSON]  
– This item was referred to the D&S Committee.

24. **ADJOURNMENT** – The meeting adjourned at approximately 11:07 PM

**Sec. 21-12. Street lighting.**

The county shall not provide street lighting on any highway, street or road until such time as sufficient funds are appropriated to provide that service county-wide. Homeowners or homeowner's associations may obtain street lighting through contractual arrangements with the electric utility serving their area.

(Ord. No. 005-03HR, § I, 1-21-03)

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. 005-03HR

**AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES, BY THE DELETION OF THE LANGUAGE CONTAINED THEREIN AND THE SUBSTITUTION OF THE FOLLOWING LANGUAGE.**

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 21, Roads, Highways and Bridges, is hereby amended by the deletion of the language contained therein and the substitution of the following language:

**CHAPTER 21  
ROADS, HIGHWAYS AND BRIDGES**

**ARTICLE I. IN GENERAL**

**Sec. 21-1 Purpose.**

The purpose of this Article is to define the mission, responsibilities and limitations of the Department of Public Works with regard to maintenance and construction of road and drainage infrastructure in Richland County.

**Sec. 21-2 Jurisdiction.**

The provisions of this Article shall apply to all lands within the jurisdiction of Richland County, South Carolina, and within the jurisdiction of those municipalities that agree, through intergovernmental service contracts, to have these provisions administered within their corporate limits.

**Sec. 21-3 Definitions.**

The following definitions apply to words and terms used in this Article. All other words shall have their customary meanings:

(a) *“C” Construction Program:* A State program by which State gasoline tax revenues are shared with Counties for transportation and road construction activities. The funds involved are commonly referred to as “C” funds and they are used at the discretion of a County Transportation Committee (CTC) appointed by the County’s Legislative Delegation pursuant to Section 12-28-2740 of the S.C Code of Laws.

(b) *County:* Richland County, South Carolina, its County Council or its administrative staff acting on its behalf.

(c) *County Road Maintenance System:* All those public highways, streets and roads, paved and unpaved, that have been dedicated for public use and accepted by the County as prescribed in this chapter and which have not been accepted for maintenance by any other public entity.

(d) *Driveway:* Any paved or unpaved way located on a single parcel of property and intended for vehicular access from a highway, street or road to one or more residences located on that parcel.

(e) *Easement*: A grant to the general public, a corporation, a specific person or persons or a public entity of the right to use a strip or parcel of land for a specific purpose. Fee simple title to the land remains with the grantor.

(f) *Easement and Right-of-Way Deed*: A legal document by which an easement or right-of-way, as defined herein, is granted by a property owner to the County. This document is executed by the property owner (grantor) and the County and recorded in the office of the Richland County Register of Deeds so that the easement or right-of-way becomes a permanent part of the public record and binds the grantor's successors in title to its provisions.

(g) *Highway, Street or Road*: The terms "highway", "street", and "road", as used herein, shall be general terms denoting a public way for the purpose of vehicular travel. The terms shall refer to the entire area within the right-of-way to include roadways, pedestrian facilities, bridges, tunnels, viaducts, drainage structures and all other facilities commonly considered component parts of highways, streets or roads. These terms are used interchangeably herein.

(h) *Prescriptive Easement*: An easement acquired for a specific purpose by long continued enjoyment or usage of property for that purpose. To a certain extent, it resembles title by adverse possession but differs to the extent that the adverse user acquires only an easement and not title. To create an easement by "prescription", the use must have been open, continuous, exclusive and under claim of right for the statutory period, which in South Carolina is twenty (20) years.

(i) *Private Road*: As it is used in this article, a private road refers to a road that is not maintained by any public entity such as the County, the South Carolina Department of Transportation (SCDOT) or a municipality. Depending upon the granting of easements and accepted use, private roads *may* be used by those other than the property owners.

(j) *Public Road*: A public road refers to a road that is maintained by a public entity. This would include all roads in the County Road Maintenance System. In this case, the public is clearly entitled to use the road.

(k) *Quit-Claim Deed*: A deed of conveyance that is intended to pass any title, interest or claim which the grantor may have in the premises, but not professing that such title is valid, nor containing any warranty or covenants for title.

(l) *Right-of-Way*: A strip or parcel of land occupied or intended for occupancy by a street, road, railroad or other special use. Fee simple title may or may not be granted to the agency or entity acquiring the right-of-way, but the property is dedicated exclusively for the intended use and is platted separately and distinct from the adjoining lots or parcels.

#### **Sec. 21-4 Drainage on private property.**

(a) Drainage improvements and/or maintenance will be undertaken by County forces on private property only:

- (1) When the drainage system involved has been designed, approved and constructed in accordance with the County's Stormwater Management, Erosion and Sediment Control Ordinance (Chapter 8) and accepted by the County, or
- (2) When there is a clear and substantial public interest served in doing so and drainage easements are granted to the County on all of the property involved. For the purpose of this section, a public interest is defined as:
  - a. The correction of a serious health hazard, as designated by county or state health officials, affecting multiple residences and beyond the responsibility of an individual property owner.

- b. The correction of a malfunction or inadequacy of the drainage system within the right-of-way of a publicly maintained street or road.
- c. The correction of drainage problems associated with projects constructed by the County.
- d. The maintenance of the structural integrity of the existing drainage infrastructure of the County.
- e. The improvement of drainage for the benefit of the community. To benefit the community, drainage improvements must eliminate flooding that directly affects a minimum of four (4) residences and/or businesses situated on individual lots or inundates a public road.

Note: Correction of minor ditch erosion problems on private property will not be considered a substantial public interest.

(b) Easements will be obtained for any existing or proposed drainage facilities on private property before any work is performed thereon by County forces. Easements for maintenance of drainage facilities constructed without the County's approval of plans or inspections will not be accepted unless the property owners hold harmless and release the County from all claims resulting from deficiencies of the facilities.

(c) Except where the County has accepted an easement for maintenance of drainage facilities on private property as provided herein, maintenance is the responsibility of the property owner.

**Sec. 21-5. Maintenance of unpaved roads.**

(a) The Department of Public Works shall maintain all unpaved roads of the County which have been dedicated for public use regardless of whether or not the dedication was by law or usage. Those roads determined to have been dedicated shall be considered to be a part of the County Road Maintenance System.

(b) For purposes of ascertaining dedication by usage or by maintenance by the County, all unpaved roads which have been used by the public and/or maintained by the County for a period of twenty (20) years or more shall be deemed dedicated and shall be maintained by the Department of Public Works.

(c) Richland County will claim a prescriptive easement for all unpaved roads deemed to be dedicated as public roads by usage. Such easements will be considered as comprising the land actually maintained by the County as part of the road.

(d) All unpaved roads which have been marked in either red or green on the map presented to the County Council on March 5, 1975, shall be brought within a systematic identification process as soon as practicable and maintained by County forces.

(e) Unpaved roads not maintained by the County under the provisions of (a) through (d) above, will be accepted for maintenance only when such maintenance will provide a substantial public benefit. For the purpose of this section, one or more of the following characteristics will constitute "substantial public benefit":

- (1) Provides access to a publicly owned facility, or
- (2) Comprises an integral part of the comprehensive transportation plan adopted by the County's planning agency, or
- (3) Comprises a part of an existing street/road network as of January 21, 2003, and is used by the surrounding community, or

- (4) Provides the principle access to a minimum of three (3) occupied residences situated on individually owned parcels that are lots of record for tax purposes and does not exceed one fifth (1/5) mile in length per residence served.

(f) No work will be performed pursuant to subsection (e), above, except on the basis of a right-of-way deed for rights-of-way fifty (50) feet in width whenever possible, but in no case less than thirty (30) feet, having been executed and accepted in accordance with section 21-7.

(g) Only established, passable roads with an unobstructed width of twelve (12) feet may be accepted pursuant to subsection (e) above. Such roads will be maintained only up to a minimum serviceable condition and will not be substantially improved by the County.

(h) Any road in the County, including those created as a part of a private driveway subdivision pursuant to the County's land development regulations, may be accepted by the County and brought up to paved or unpaved road standards as set forth in this Article; provided that eighty (80) percent of all property owners within the subdivision agree to same and that all costs incurred by the County to bring the road up to County paved or unpaved standards are paid by the property owners. Such costs may be included as an assessment on the tax bill of the property owners, to be paid over no more than a fifteen year period with an interest charge equal to that paid by the County for bonds issued to fund construction. The total costs plus interest of the improvements shall be allocated between the property owners by each lot being assessed an equal share of the costs and interest. Any unpaved road deeded to the County under these provisions may be eligible for "C" fund improvements.

(i) The County engineer and his staff shall periodically update the existing County road map and shall add such unpaved roads which are not presently shown thereon and attempt to determine the ownership of such unpaved roads.

(j) The Department of Public Works shall maintain those unpaved roads determined to be dedicated under the provisions of this section. Such maintenance shall include, but not be limited to:

- (1) Grading,
- (2) Applying crusher-run or gravel,
- (3) Installing street name and traffic control signs,
- (4) Installing driveways,
- (5) Cutting back overhanging branches,
- (6) Mowing shoulders, and/or
- (7) Drainage improvements.

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

(a) Except as provided for in Sections 21-4 and 21-5 above, no drainage systems or streets will be accepted for maintenance by the County that have not been designed and constructed in accordance with the standards prescribed herein.

(b) Streets: The minimum acceptable street is paved, and the pavement design will be in accordance with the design 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.

(c) Storm Drainage: Drainage systems will be designed in accordance with the County's Stormwater Management, Erosion and Sediment Control Ordinance (Chapter 8) and the design 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.

(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 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 (or an assigned agent thereof) shall provide the County with a bond in an amount equal to the construction cost, with surety and conditions satisfactory to the County, as a warranty for a period of three (3) years. 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 formal acceptance of the roads by the County. The grantor (or an assigned agent thereof) is not responsible for repairing damage done to the roads subsequent to acceptance that was not a result of design or construction failure. The County may accept a bond in any one of the following forms:

- (1) A surety bond issued by a bonding company licensed to do business in the State of South Carolina, or
- (2) Escrow funds in an account in the name of Richland County, or
- (3) An irrevocable letter of credit issued by a responsible financial institution, or
- (4) A cash bond.

(g) Only those streets and drainage systems 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.

**Sec. 21-7. Easement and/or right-of-way acceptance authority.**

The County Administrator and/or his designee(s) are hereby authorized to accept any easement or deed for rights-of-way, drainage easements, and sewer easements; emergency maintenance easements, dirt road rights-of-way, additional rights-of-way, sewer extension agreements, water line easements and other instruments authorized by the County Code of Ordinances; and is authorized to establish procedures for the acceptance and recording of such instruments.

**Sec. 21-8. Driveways.**

Driveway connections from the roadway to the right-of-way line will be provided on County maintained roads by the Department of Public Works, subject to the following limitations:

(1) Only one driveway connection per residence, and a maximum of two per individual parcel of property, will be provided by the County. The Public Works Department will not install additional driveway connections.

(2) Apron finish will match the finish of the County road to which it is attached.

(3) A maximum of twenty-four (24) feet of pipe, not exceeding twenty-four (24) inches in diameter, will be provided by the County. Larger diameter pipe may be installed by the Public Works Department provided the property owner pays the additional costs incurred for materials.

(4) Pipe diameter required will be determined by the County Engineer.

**Sec. 21-9. Surplus dirt.**

Surplus dirt excavated on County projects, which must be hauled away and disposed of off-site, may be placed on private property, with the property owner's consent, provided that:

(1) Disposal there is more economical than hauling the dirt to the nearest County owned disposal site, and

(2) The property owner releases and holds the County harmless for any damages or liability resulting from placement of the dirt on his property, and

(3) All applicable permitting requirements (including the requirements of Chapter 12, Article III, regarding beneficial landfills) have been or will be met.

(4) A reasonable effort is made to insure a fair and equitable distribution among property owners who want the dirt.

**Sec. 21-10. Street name signs.**

(a) The Department of Public Works shall erect and maintain street name signs on all public streets within the jurisdiction and authority of the County. Signs will be metal blanks on metal posts fabricated in a standard design established by the Director of Public Works. They will have white reflective lettering a minimum of four inches high on a reflective background. A green background will denote a public road. A blue background will denote a private road.

(b) The developer of any new subdivision constructed within the jurisdiction and authority of the County is responsible for the initial installation of street name signs in accordance with an approved signage plan. All street signs shall comply with the County's design standard for retro-reflectivity.

(c) The Department of Public Works may erect street name signs at the intersections of private streets with public streets, at no cost to the residents, when there are residences with addresses on that private street.

(d) Overhead signs may be installed at selected intersections at the discretion of the Director of Public Works.

(e) In conjunction with subsection (a) above, the County standard for street name signs shall be included in published road design standards developed by the County Engineer. The standard shall address sign material, installation, visibility, and color. The Department of Public Works shall maintain street name signs to the County standard after acceptance of the streets.

**Sec. 21-11. Traffic engineering.**

(a) Traffic engineering on County maintained highways, streets and roads shall be in accordance with the *South Carolina Manual on Uniform Traffic Control Devices*.

(b) Traffic control signs on County maintained highways, streets and roads shall comply with the standards contained in the *South Carolina Manual on Uniform Traffic Control Devices*.

(c) The developer of any new subdivision constructed within the jurisdiction and authority of the County is responsible for the initial installation of all necessary traffic

control signs in accordance with an approved signage plan. The Department of Public Works shall maintain the signs after acceptance of the streets.

(d) Speed bumps, humps or tables are not recognized in the *South Carolina Manual on Uniform Traffic Control Devices* as devices for controlling speed and will, therefore, not be installed or permitted on County maintained highways, streets or roads.

**Sec. 21-12. Street lighting.**

The County shall not provide street lighting on any highway, street or road until such time as sufficient funds are appropriated to provide that service county-wide. Homeowners or homeowner's associations may obtain street lighting through contractual arrangements with the electric utility serving their area.

**Sec. 21-13. Emergency maintenance of roads.**

(a) No work may be performed on any roadway not already maintained by the County unless the County Administrator determines that access to such roadway is necessary for the performance of one (1) or more public functions, and the following conditions exist:

- (1) Such a roadway is the only access for one (1) or more property owners or residences, and
- (2) Emergency medical services, sheriff department vehicles, and other county vehicles cannot, in the lawful performance of their duties, gain full and immediate access to at least one (1) residence unless road scraping is performed, and
- (3) At least one (1) of the properties to be accessed is used as a primary residence.

(b) Any work pursuant to this Section will be done on a one-time basis only. In such cases, the County Department of Public Works is limited to the minimum improvements that will allow full and immediate access to the affected residences. Crusher-run, gravel, pipe or other materials will not be routinely provided.

(c) This Section is not applicable to roads providing access to private driveway subdivisions that were created under the County's land development regulations.

**Sec. 21-14. Abandonment of public roads and right-of-ways.**

(a) Any person or organization wishing to close an existing public street, road, or highway in Richland County to public traffic shall petition a court of competent jurisdiction in accordance with Section 57-9-10, et seq. of the South Carolina Code of Laws. The petition shall name Richland County as a respondent (unless the County is the petitioner). The County Attorney shall advise the court with regard to the County's concurrence or opposition after consultation with the County's planning, public works, and emergency services departments, and after consideration by County Council. It shall be the responsibility of the petitioner to physically close the roadway if a petition is successful. The County Attorney may submit such petition on behalf of Richland County if so directed by County Council.

(b) Any person or organization wishing the County to abandon maintenance on an existing County-maintained street, road, or highway shall submit to the Public Works Department a petition to do so signed by the owners of all property adjoining the road and by the owners of all property who use the road as their only means of ingress/egress to their property. The petition shall state that the property owners release and indemnify the County from any duty to maintain the road. At the recommendation of the County Engineer, the County Administrator shall have the authority to act on a petition that involves a dead-end road; County Council shall have the authority to approve petitions under all other circumstances. If the petition is approved, the County Engineer may require the property owners to place an appropriate sign alongside or at the end of the road.

(c) Any person or organization wishing to acquire ownership of an unused road right-of-way in the County (including a public right-of-way that is dedicated either by deed, prescription, or recordation of a plat) may submit a petition for consideration by County Council. If it is determined by the County's planning department and public works department that the right-of-way will not be utilized by the County for road purposes, County Council may approve a quit-claim deed conveying the County's interest to the owners of the adjoining property. Unless the owners of the adjoining property agree to another division, each may acquire that portion of the right-of-way adjacent to his/her property on his/her side of the right-of-way's centerline. The grantee(s) of the quit-claim deed(s) shall be responsible for preparing the deed(s) prior to County Council's consideration of the request. Upon approval and execution of the deed(s), the grantee(s) shall be responsible for recording the deed(s) in the office of the Register of Deeds and for returning a filed copy to the office of the County Attorney. The County Council may require the grantee(s) to pay up to the fair market value, as determined by the County Assessor's Office, in exchange for the conveyance of the right-of-way. Upon recordation of the deed, the County Assessor's Office shall adjust the appraisal of the adjoining parcels to reflect the value of the additional property.

**Sec. 21-15. Temporary closing of streets and roads.**

(a) *Request.* Any party desiring to have any street or road temporarily closed in the County shall submit a written request to the County Administrator.

(b) *Deadlines for requests.* All written requests must be submitted to the County Administrator at least ten (10) days prior to the requested closing date.

(c) *Appointment of person accountable.* All parties requesting such temporary closure shall designate one (1) person who shall act as spokesman for the party, as well as supervise all activities for the duration of such closing.

(d) *County Administrator consideration.* The County Administrator shall consider, within five (5) days, all timely submitted requests made by such parties. If approved, the County Administrator shall request the Sheriff to take appropriate action to blockade the requested streets and/or roads and the Clerk of Council shall advertise to the public through the news media all approved temporary closings. The cost of such advertising shall be borne by the parties requesting the temporary closures.

(e) *Duration.* All streets and roads closed pursuant to this Section shall be blockaded for a period normally not to exceed twenty-four (24) hours. Such duration, however, may be amended by the County Administrator at his/her discretion on an event basis.

(f) *Emergency closings.* Requests for temporary closing received less than ten (10) days prior to the requested closing date may be considered as an emergency closing if, in the opinion of the County Administrator, such closing is warranted; provided, that such action would not conflict with the public interest and, further, that there exists sufficient time for appropriate action to blockade requested streets and/or roads. All applicants will be placed on notice that future requests must be submitted to the County Administrator ten (10) days prior to the requested closing date.

**Sec. 21-16. Work on private property.**

The County Department of Public Works is prohibited from performing any work on private property not specifically authorized under the provisions of this Section except in emergency situations involving public health or safety and authorized, in writing, by the County Administrator.

**Sec. 21-17. Cutting of roads.**

No roads will be cut by the County Department of Public Works unless specifically directed by the County Council.

**Sec. 21-18. Trees on private property.**

The County Department of Public Works may remove dead trees on private property when there is a clear danger that they will fall onto a public road.

**Sec. 21-19. "C" construction program.**

(a) All funds available to the County Council through the "C" construction program will be used exclusively for maintenance and construction of publicly owned streets and roads in the county, and the drainage facilities directly related thereto.

(b) The Director of Public Works will be responsible for implementing systematic programs for resurfacing of existing streets and new construction funded with "C" funds. New construction may include any of the following:

- (1) Paving existing unpaved roads,
- (2) Widening existing roads,
- (3) Intersection improvements,
- (4) Transportation Improvement Projects,
- (5) Traffic Safety Projects,
- (6) Drainage Improvements, or
- (7) Sidewalks.

(c) The Director of Public Works may provide staff support to the County Transportation Committee as requested for coordination of the "C" Construction Program for Richland County.

(d) The County Finance Department may provide all financial services required for administration of the County's "C" fund allocation if requested by the County Transportation Committee.

**Sec. 21-20. Road paving program.**

(a) Road construction and paving projects administered by the County and funded from public funds shall be accomplished in accordance with a consistent, systematic program established and administered by the Director of Public Works. Such program shall have the following basic characteristics:

- (1) Only County maintained roads will be paved utilizing public funds,
- (2) All County maintained dirt roads are eligible for paving, and
- (3) Paving will be accomplished in priority order at a rate permitted by availability of funding.

(b) The County Engineer will acquire and maintain the following data on all roads proposed for paving:

- (1) Name,
- (2) County Road Number,
- (3) Map location code,
- (4) Beginning and ending points,

- (5) Length in miles and hundredths of a mile, and
- (6) Council District.

(c) In addition, the following data pertaining to the roads priority for paving will be obtained and recorded for each road:

- (1) Number of homes accessed from the road,
- (2) Number of businesses accessed from the road,
- (3) Number of Churches accessed from the road, and
- (4) Maintenance difficulty factor

For the purpose of determining the number of homes, business and churches accessed from a road, only those on parcels with no existing paved road frontage will be counted except when the distance from the paved road to the building exceeds 1320 feet.

(d) Roads will be prioritized in accordance with the following procedure:

A road’s priority for paving will be established by the number of points accredited to it as described below divided by it’s length, with the highest total of points per mile constituting the highest priority. The points per mile (P) is calculated by the formula:

$$P = \frac{H + B + C + T + M}{L} \quad \text{Where:}$$

H=Number of points accredited for homes.

One point is accredited for each home accessed from the road. This will include mobile homes as well as permanent homes. It should be noted that the number of homes on a road is an indicator of the number of people using it as well as the importance of the road as a possible school bus route.

B=Number of Points accredited for businesses.

Two points are accredited for each business accessed from the road. To be eligible for these points, a business must occupy a building separate from any residence and rely on the road for either customer traffic or routine use by company vehicles.

C=Number of points accredited for churches.

Two points are accredited for each church accessed from the road.

T=Number of points accredited for a through road.

Five points are accredited if the road is a through road connecting two different paved roads. It should be noted that a through road has the potential for people other than the residents to use it and it is also more likely to be utilized as a school bus route.

M=Number of points accredited for difficult maintenance.

From 0 to 10 points may accredited to a road based on the difficulty of maintaining it in serviceable condition as determined through consultation with the Roads and Drainage Manager.

L=Length of the road in miles and hundredths.

(e) A road’s paving may be given top priority provided that all costs incurred by the County to pave it are paid by its adjacent property owners. Such costs may be included as an

assessment on the tax bill of the property owners, to be paid over no more than a fifteen (15) year period with an interest charge equal to that paid by the County for bonds issued to fund construction. The County Council may elect to have the total costs, plus interest, of the improvements allocated between the property owners either by a front footage assessment ratio, or by each lot being assessed an equal share of the costs and interest. Establishment of this assessment shall require approval of eighty percent (80%) of the property owners.

(f) Highways, streets or roads constructed or paved under the County's jurisdiction and maintained by Richland County shall meet the design and construction standards contained in Section 21-6, above.

(g) The Director of Public Works shall, within the best judgment of the engineering staff, establish appropriate alternate design and construction standards for low volume rural roads as a means of ensuring maximum cost effectiveness of road paving funds.

(h) Road paving funds will be distributed by County Council district based on that district's portion of total County dirt road mileage. Pro rata fund distribution will be calculated as follows:

$$\text{District dirt road paving funds} = \text{Total dirt road paving funds} \times \frac{\text{District dirt road mileage}}{\text{Total dirt road mileage}}$$

Mileage refers to dirt road mileage in the County Road Maintenance System (i.e. public dirt roads that are routinely maintained by County Public Works forces). Roads will be selected for paving based on distribution/availability of funds and priority within that Council district, as determined by the uniform road rating system contained in this Section.

**Sec. 21-21. Transportation improvement program.**

All public funds available to Richland County for transportation system improvements shall be expended in accordance with a comprehensive transportation improvement plan. This would apply to:

- (a) Connector roads,
- (b) Intersection improvements,
- (c) Widening,
- (d) Turn lanes, and
- (e) Alignment improvements.

**Sec. 21-22. Sidewalks.**

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

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

**Sec. 21-23. Condemnation / compensation.**

(a) In general, Richland County will not compensate property owners for easements or rights-of-way on public works projects from which they directly benefit. Exceptions may be made, however, when:

- (1) Unusual circumstances make payment of a reasonable amount of compensation more economical than resorting to condemnation,
- (2) Deadlines for completion of a project preclude the expenditure of time required for condemnation, or
- (3) Compensation is awarded through the condemnation process.

(b) Condemnation of easements or rights-of-way on any County public works project shall require the prior approval of the County Council. An appraisal of affected property parcels shall accompany a staff recommendation to County Council for condemnation of property.

**Sec. 21-24. Encroachments on county maintained roads.**

(a) *Generally.*

- (1) An encroachment permit, approved by the County Engineer's office, shall be required for all construction, undertaken by parties other than the Richland County Public Works Department or its authorized contractor, within or affecting the right-of-way of any County maintained highway, street or road. This requirement shall apply, but not be limited, to:
  - a. Driveway connections involving a curb cut or pipe installation,
  - b. Curb cuts,
  - c. Utility taps,
  - d. Utility installations,
  - e. Excavations within rights-of-way,
  - f. Storm drainage installation,
  - g. Storm drainage discharge, and
  - h. Subdivision entrance signs or gateways.
- (2) The permittee shall indemnify the County for any liability incurred or damages sustained as a result of the encroachment.
- (3) The permittee shall be responsible for:
  - a. Notifying the County Engineer's office when construction begins on an encroachment,
  - b. Ensuring that a copy of the encroachment permit is on the construction site, and
  - c. Ensuring that the construction and the restoration of the roadway have been approved by the County Engineer's office.

(b) *Excavations in streets.*

- (1) An encroachment permit shall be required for each excavation in a County road before the work is commenced. Work under such permit shall be commenced within the time specified on the permit, otherwise the permit shall become void. All permits shall be kept at the place of excavation while the work is being done and exhibited whenever called for by any person having the authority to examine the same. There shall be no more than one-half (1/2) the width of any street or alley opened or obstructed at any one time; tunneling may be allowed, provided that no authorized underground construction shall be damaged or interfered with. All portions of the street excavated shall be put in as good condition as before the excavation was made. The trench or excavation shall be refilled, thoroughly rammed and puddled within the time specified on the permit after making the connection or repairs. When an excavation is made in any paved County road where it is necessary to remove paving, the person to whom the permit was issued for such excavation shall leave a written notice with the County Department of Public Works and such notice shall state that the excavation has been properly filled, tamped, and is ready for repaving. Whenever any person making any excavations in the street or alley fails to refill, in the proper manner, as required by this Section or fails to maintain the same for a period of one (1) year, then the County Council shall cause the work to be done and the cost thereof shall be charged against the bond as heretofore provided in section 6-68 of this Code.
- (2) Where such excavations occur in a state or federal highway, permission shall be obtained from the state or federal highway department before any work is commenced.
- (3) Public protection requirement.
  - a. It is hereby required that for every excavation made on public property, proper safeguards shall be provided against injury to the public; barricades shall be provided at five (5) foot distances, and such barricades shall completely encircle all open excavations or trenches. All barricades, as required by this Section, shall have at least one sign placed thereon in a conspicuous manner, indicating the name of the person causing such excavation. When approved, steel plates of sufficient strength may be used to cover excavation to prevent blocking of street.
  - b. From sunup to sundown there shall be placed, at a distance of not less than one hundred (100) feet, sufficient numbers of red flags to warn the public of dangerous excavation. From sunset to sunrise there shall be placed, at a distance of not less than one hundred (100) feet, sufficient red lights or flambeaux to indicate the length of the excavation in the public thoroughfare and to warn the public of dangerous excavation; in addition, there shall be placed on or by the barricades sufficient red lights or flambeaux to indicate the point of excavation and size.

(c) Anyone who encroaches on the right-of-way of a County maintained highway, street or road without securing an encroachment permit or who fails to adequately restore the road and right-of-way after an encroachment shall be deemed guilty of a misdemeanor, and shall be subject to the general penalty provisions of this Code. Each day that the unauthorized encroachment exists, or that the inadequacy exists following notification, shall be considered a separate offense.

**Secs. 21-25--21-33. Reserved.**

## ARTICLE II. EASEMENTS ON PUBLIC STREETS

### Sec. 21-34. Easements on, over, under and across public streets and property.

(a) *Generally.*

- (1) Easements over, under and across public streets and property controlled by the County shall be granted only for a public purpose, convenience, necessity, or to facilitate the provision of water, sewer, electricity, transportation or other utility.
- (2) The grantee of such easement shall certify the purpose of such easement, the area affected, the necessity and the fact that the area affected does or does not receive similar services from another public or private utility.
- (3) Prior to the granting of such easement, the grantee shall provide a written assurance that he, she, or it will comply with all applicable local, state and federal laws and regulations including, but not limited to, public safety, job safety, wage and hour laws, health standards and such other requirements as are necessary to ensure the public's safety at any time, during construction, repairs, or otherwise, should injury to person or property occur as a result of acts and/or omissions to act by such grantee, his, her, or its heirs, executor, successors or assigns.
- (4) Prior to any construction, installation, erection or repair of any such improvements and appurtenances on, over, under or across such streets or property as may be authorized by such easement, the grantee shall notify the County Department of Public Works, the County Sheriff's Department and the County Administrator at least forty-eight (48) hours in advance.
- (5) The grantee shall provide the Director of Public Works or his designee with certificate(s) of insurance verifying the grantee currently has the insurance required by the County. All such insurance policies shall be issued by an insurer satisfactory to the County, and the insurer shall have a rating in the A categories of Best Insurance Reports. The certificate(s) shall include a provision that not less than 30 days notice will be given to the County prior to cancellation, termination or reduction in coverage. In addition, the grantee shall also provide such prior notice to the Director of Public Works. The term of all insurance shall be not less than any time the grantee or anyone with a contract to perform work on the grantee's projects shall be performing such work. Insurance shall consist of the following:
  - a. At its expense the grantee shall for the term required by the County maintain a commercial general liability policy for bodily injury, personal injury, completed operations and property damage in a coverage amount of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, and a business auto policy for bodily injury and property damage in a coverage amount of not less than \$1,000,000 per occurrence. The forms shall be ISO (Insurance Services Office, Inc.) or comparable to them. Richland County Government shall be named an additional insured, except when the grantee is a governmental entity. Grantee shall provide its insurer a copy of any agreement with or requirement by the grantee regarding insurance.
  - b. At its expense the grantee shall for the term required by the County maintain the workers' compensation coverage required by S.C. law. The grantee shall provide a certificate for insurance for this coverage in the manner required by this subsection (5).
- (6) The grantee shall indemnify and hold harmless the County, its successors and assigns, from and against all loss, costs, expenses, including attorneys' fees,

claims, suits and judgments whatsoever in connection with injury to or death of any person or persons or loss of or damage to property, and further claims, suits and judgments whatsoever in connection with injury to or death of any person or persons or loss of or damage to property, and further claims, suits and judgments whatsoever by third parties resulting from the interruption of traffic caused by or in any way connected with the construction, installation, erection, repair or maintenance, use or presence of any such improvements or appurtenances, however caused.

- (7) The grantee shall bear all costs of furnishing flagging protection, warning devices and inspection services, as well as the costs of restoring the affected area to its original condition.

(b) *Fees, charges or water rents.*

- (1) In consideration for the granting of such easements by the County, the grantee shall pay to the County such fees, charges, or portions of fees and water rents as shall be from time to time established by the County Council.
- (2) Initial fees, charges, water rents or portions thereof shall be those as are in force and effect at the time the easement is granted and shall be remitted to the County Finance Department on a monthly basis.
- (3) Prior to any increase in fees, charges or water rents, at least thirty (30) days' notice prior to the effective date shall be given to those grantees so affected.
- (4) Any grantee affected by any such increase may request a hearing by County Council or its duly authorized representative, provided such hearing is requested in writing within twenty (20) days of the giving of notice as required in subsection (b)(3) of this Section.
- (5) Such request for hearing shall stay the implementation of such increase for an additional fifteen (15) days beyond the thirty-day notice period, but thereafter such increase shall go into effect and so continue until such time as changed by County Council, general law, or a court of competent jurisdiction.
- (6) Such increase as is collected subsequent to such request for hearing shall be placed in escrow pending a ruling by County Council. In the event of a reduction of the increase, such difference shall be refunded to the grantee.
- (7) Only that increase collected from a grantee that has requested a hearing shall be so escrowed. Increases collected from grantees that do not request a hearing will not be escrowed.
- (8) In the event County Council, after hearing, refuses to reduce the increase, the funds so escrowed shall immediately revert to the general fund or such other fund as has been designated by County Council.
- (9) In the event the hearing provided for in subsection (b)(4) of this Section is held by the duly authorized representative of County Council, the representative shall report his/her findings and recommendations to County Council within ten (10) working days thereafter.
- (10) The failure of County Council to affirmatively reduce the increase by the second meeting after a receipt of such report shall constitute a ratification of its previous action establishing such increase.

**Sec. 21-35. Adoption not to constitute waiver.**

- (a) The adoption of this chapter shall not be deemed an acceptance of liability nor a waiver of the doctrine of sovereign immunity.

(b) The adoption of this chapter shall not be deemed a waiver of the release clause contained in the standard easement and right-of-way deed.

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 January 21, 2003.

## **Roadway Lighting**

### **Scope**

Council has requested information regarding lighting issues within the County. As part of this, Council would like to determine what constitutes adequate lighting, which areas are not adequate and how to assess cost and establish priority regarding how to address such issues. Due to the nature of roadway lighting being a highly specialized field, recommendations stemming from research may be limited in scope toward what may be achievable by Planning Services staff and their expertise in regards to comprehensive roadway lighting. Further work and outsourcing to consultants will likely be necessary to fully determine and accurately reflect values, quantities, metrics and results for addressing the wishes of Council. As a result, this document primarily provides research and background on roadway lighting for informational and decision-making purposes and, therefore, should not be construed as providing professional engineering opinion or know-how. In facilitating this task, staff will also be looking at potential conflicts and issues which may arise in implementing street lighting, based upon the research, along with potential steps on how to move forward if Council so chooses.

### **Roadway Lighting**

#### **Need for Engineering Expertise**

From the *Roadway Lighting Design Guide* by the American Association of Highway and Transportation Officials (AASHTO), it is explicitly understood that roadway and street lighting design and studies should be undertaken by a licensed engineer.<sup>1</sup> Design documents require the signature and seal of a registered professional engineer. Likewise, the premier body regarding roadway lighting, the Illuminating Engineering Society (IES), has been publishing the guidelines for road lighting since 1928 and has been the standard since.<sup>2</sup> Other organizations that provide information on roadway lighting is the International Commission on Illumination, who is an international body of professionals devoted to the international exchange and cooperation of information regarding the art and science of lighting. It consists of membership from among 40 countries and is recognized as an authority on all aspects of light and lighting. All lighting designs should be developed to engineering specifications required of a seal.<sup>3</sup> Expertise in roadway lighting and electrical systems is a necessary facet for performing roadway lighting design as it would include a plethora of highly coordinated features where engineering practice and judgement need be applied to the various characteristics.<sup>4</sup>

Five [5] major publications exist which provide information regarding roadway lighting of varying detail and content. One publication is RP-8-14 *Roadway Lighting* by IES/ANSI. It is one of two primary documents for roadway lighting in the United States. Another, which is the other primary guide, was noted above. The GL-5 *Roadway Lighting Design Guide* by AASHTO is heavily used alongside the IES publication. The CEI publishes Technical Report CIE 115:2010 *Lighting of Roads for Motor and Pedestrian Traffic* for authoritative guidance on road lighting. The other two documents are produced by the Federal

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<sup>1</sup> AASHTO (2005), pg. 1.

<sup>2</sup> IES (2014), pg. 1.

<sup>3</sup> AASHTO (2005), pg. 1.

<sup>4</sup> AASHTO (2005), pg. 1; IES (2014), pg. 1 and 12.

Highway Administration (FHWA). FHWA-SA-11-22 *Lighting Handbook* is a general guide on road lighting, which refers back to the IES and AASHTO guides. The other FHWA document is FHWA-HRT-14-050 *Guidelines for the Implementation of Reduced Lighting on Roadways* which is mostly used for adaptive lighting and supplements existing guidelines. Each of these documents are written by and made for engineers in the practice of road lighting design.<sup>5</sup>

### **General Process for Lighting Design**

The design for road lighting systems is a process of applying known or specified photometric characteristics of selected lamp-luminaire combinations.<sup>6</sup> Two accepted methods, luminance or illuminance, allow for the analysis of alternatives regarding lamps, luminaires, mounting heights, luminaire spacing, energy consumption and other facets, to determine a preferred design. A trial-and-adjust process of assumed settings is utilized to make calculations on the overall lighting design. The various photometric data of possible outcomes is utilized to determine best-case scenarios for the desired illumination effect.

### **Purpose of Roadway Lighting**

The general purpose of roadway lighting is to provide improved safety, security and aesthetics for the various users of the roadways and associated facilities.<sup>7</sup> IES expounds upon this further stating, “the principal purpose of roadway and street lighting is to allow accurate and comfortable visibility at night of potential hazards in sufficient time to allow appropriate action.”<sup>8</sup> Lighting is intended to help the motorist remain on the roadway and help with the detection of obstacles within and beyond the range of the vehicles headlights.<sup>9</sup> It is also intended to help the motorist identify obstacles, provide adequate visibility of pedestrians and cyclists and assist in the visual search tasks both on and adjacent to the street.<sup>10</sup> The International Commission on Illumination (CIE) gives three main purposes of road lighting: (1) to allow all road users, including motor vehicle operators, cyclists and even animal drawn vehicles, to proceed safely on roadways; (2) to allow pedestrians to see hazards, orientate themselves, recognize other pedestrians and give pedestrians a sense of security; and (3) to improve the day-time and night-time appearance of an environment.<sup>11</sup> Being able to adequately see the road/street and observe traffic and the roadway layout is integral to driving. Lighting significantly improves the visibility of the roadway, increases sight distance, and makes roadside obstacles more noticeable. Likewise, roadway lighting is a proven safety measure for personal security. Lighting along roadways helps provide personal safety to pedestrians, cyclists and transit users. As such, ensuring that lighting meets minimum acceptable levels of illumination is important for all users of a roadway during the design process.<sup>12</sup>

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<sup>5</sup> IES (2014), pg. 1; AASHTO (2005), pg. 1-2.

<sup>6</sup> AASHTO (2005), pg. 13.

<sup>7</sup> AASHTO (2005), pg. B-1.

<sup>8</sup> IES (2014), pg. 1.

<sup>9</sup> *Ibid.*, pg. 2.

<sup>10</sup> *Ibid.*, pg. 2

<sup>11</sup> CIE (2010), pg. 3.

<sup>12</sup> Lutkevich, Mclean, & Cheung (2012), pg. 5.

Generally, roadway lighting achieves four objectives: (1) to supplement vehicle headlights, extending the visibility range beyond their limits both laterally and longitudinally; (2) to improve visibility of roadway features and objects on or near the roadway; (3) to delineate the roadway ahead and improve visibility of the surroundings; and (4) to reduce apprehension of those using the roadway.<sup>13</sup>

### ***Master Lighting Plans<sup>14</sup>***

A master lighting plan is a formal arrangement to coordinate and standardize the design, operation and maintenance of public lighting established through analysis, study and planning. A master lighting plan helps create a blueprint and show a dedicated commitment to establishing lighting if such a process is desirable for a community. Often, master lighting plans are regionally based so as to include coordination between area authorities, governments and utility agencies. Master lighting plans combine a breadth of information that is leveraged as the basis for lighting projects. Items addressed vary, but typically involve safety and security issues, capital and operating costs, daytime and nighttime aesthetics, lighting design criteria, environmental issues and constraints, energy use, preservation of areas of darkness and maintenance requirements. Plans should take into account anticipated economic and cultural changes, a community's public image, economic development goals and technological advancements. Master lighting plans and transportation related lighting is viewed as a core concept of government management. Likewise, lighting plans should not dictate the quantity or quality of light for a roadway facility since it will vary based upon the needed requirements of that facility.

Master lighting plans provide three major benefits of safety, beautification, and security for people and property. Other additional benefits include system identification, energy management, sky glow and light trespass control, aid in lighting curfews and coordinated maintenance, among others. Further potential benefits may also be identified throughout the plan development process.

AASHTO recommends a three step process for developing a master lighting plan. Step one would be to coordinate with other participants to set goals. Step two would be to consult with and consider concerns of groups having a stake in public lighting. Step three would be to conduct studies regarding current systems and operations, feasibility of any potential strategies and justification of such strategies. Participants often will include local government agencies, the state DOT, emergency service departments including fire, sheriff/police, EMS, traffic management centers, parks and recreation and other regional entities. This participation will allow for coordination of public lighting systems through joint goals and how to achieve them. Other groups that may have concerns about lighting would be property owners, retailers and businesses, school districts, civic organizations and environmental groups. As part of this step would be to develop goals for the lighting plan. AASHTO notes that a lighting plan should have five [5] major goals: (1) improved safety; (2) environmentally judicious use of resources; (3) judicious energy use; (4) attracting tourists, businesses and nighttime activities, as appropriate; and (5) planned maintenance.

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<sup>13</sup> Kennaugh (n.d.), para 5; Henson (2012), pg. 1.

<sup>14</sup> AASHTO (2005), pg. 3-12; Lutkevich, McClean, & Cheung (2012), pg. 55-56.

Following the goal identification and conversations with stakeholders, studies should then be conducted by traffic and lighting engineers. Such studies are needed to determine how various lighting systems currently operate and how they can be optimized and coordinated. Likewise, they are used to justify implementing any lighting curfews and justify expenditures for technological improvements. Generally, the scope of lighting studies in conjunction with master lighting plans will typically cover the electrical system, purpose of the lighting system, benefits and effects of curfews and dimming, traffic studies, surrounding land use and lighting, security concerns, negative effects of lighting, community goals, traffic management, lighting controls, system implementation and lighting budget. Studies should also evaluate electrical energy use and potential savings in both use and cost. Another important aspect of studies will be budgetary factors including budget for installation and maintenance and effect on other traffic issues.

## **Lighting Criteria, Adequacy and Inadequacy**

### **Illumination Levels**

There are two metrics for measuring light. One is illuminance, which is the amount of light that falls onto a surface, and luminance, which is the amount of light that reflects from a surface in the direction of the observer. Illuminance is measured as the amount of lumens per unit area in footcandles (lumens/ft<sup>2</sup>) or in lux (lumens/m<sup>2</sup>). Illuminance is a simple lighting metric to calculate and measure as it does not take into account reflection.<sup>15</sup> Illuminance occurs in two variations, vertical illuminance and horizontal illuminance, which have the same properties. Vertical illuminance is a primary criterion for determining the amount of light needed for pedestrians as it helps with facial recognition.<sup>16</sup> Luminance (candela (ca)/m<sup>2</sup>) is often referred to as the “brightness” of the surface and is considered a more complete metric than illuminance because it factors in the amount of light that reaches the surface but how much of that light is reflected back towards the driver.<sup>17</sup>

Important to understanding illumination levels are several metrics which help to measure and evaluate lighting systems. Uniformity of lighting is an indication of the quality of illumination and can be defined by either the average-to-minimum, maximum-to-minimum or maximum-to-average ratios of light levels. Uniformity of illuminance is the ratio of average footcandles/lux of illuminance on the pavement area to the footcandles/lux at the point of minimum illuminance on the pavement.<sup>18</sup> Uniformity of Luminance is expressed as the ratio average-to-maximum point of luminance or the maximum-to-minimum point, known as overall uniformity or longitudinal uniformity, respectively. Each of these only considers the traveled portion of roadway, except for divided roadways which have separate designs. Overall uniformity uses the average luminance of the roadway design area between two adjacent luminaires, divided by the lowest value at any point in the area and is an important criterion regarding the control of minimum visibility on roads. Longitudinal uniformity uses the maximum and minimum values along a line or lines

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<sup>15</sup> Lutkevich, McClean, & Cheung (2012), pg. 27; AASHTO (2005), pg. 14 and 63; IES (2014), pg. 11 and 27-36.

<sup>16</sup> Lutkevich, McClean, & Cheung (2012) pg. 27; IES (2014), pg. 4-5, 11-12 and 27-36.

<sup>17</sup> Lutkevich, McClean, & Cheung (2012) pg. 28; AASHTO (2005), pg. 14 and 64; IES (2014), pg. 4-5, 11-12 and 27-36.

<sup>18</sup> AASHTO (2005), pg. 66.

parallel to a road.<sup>19</sup> Longitudinal uniformity relates primarily to comfort with a purpose of preventing repeating patterns of high and low luminance becoming too pronounced.<sup>20</sup>

Two additional metrics deal with disability glare, which is scattering of light within the eye which reduces contrast. Veiling luminance is a ratio used to determine the amount of glare generated by a lighting system and helps in understanding contrast among objects in a visual field.<sup>21</sup> Similar to this is Threshold Increment (TI), which is a measure of the loss of visibility caused by disability glare due to road lighting luminaires.<sup>22</sup> TI is based upon the amount of contrast between an object and its background and expressed as the percentage of contrast needed to reach a visible threshold, i.e., fifty percent [50%], when glare is introduced.<sup>23</sup>

### **Lighting Types (Bulbs)**<sup>24</sup>

There are three general types of light sources which are used for roadway lighting. The first is LEDs. LEDs are considered to be an integrated light where the luminaire and fixture are not separated parts. Usually, LED roadway lights have a rectangular pattern, casting majority of the light on the street side. LEDs are considered highly energy efficient compared to other fixtures, as they use less energy and have a longer life. One disadvantage is the likelihood of increased glare. LEDs typically operate at a range of 2-90 lumens with a lifespan of around 50,000 hours.

The second type is filament lamps. These consist primarily of incandescent lamps. These types of lamps have an electrical resistance wire filament enclosed in a gas filled bulb. A current is passed through the filament to heat it until the incandescence produces light. The gases act as a thermal barrier and reduce evaporation of the filament as its heated. Incandescent lamps typically operate at a range of 10-15 lumens with a lifespan of around 12,000 hours.

The third type is discharge lamps. Discharge lamps produce light by exciting gases or metal vapors in a bulb or tube situated between electrodes in the fixture and ballast. The gas is ionized as current flows between the electrodes. The ballast is used to maintain and regulate input power for the lamp due to the negative resistance of the discharge lamps. A variety of discharge lamps are utilized for roadway lighting. One type is fluorescent lamps. Fluorescent lamps produce light through the activation of a fluorescent coating on the inside of the tube via ultraviolet energy generated by an arc. Typically, fluorescent lamps produce 60-70 lumens with a lifespan of around 7,500-24,000 hours. Another discharge lamp is mercury vapor which consists of an arc tube inside an outer bulb containing mercury vapor and electrodes. Light is produced from the mercury vapor ionization. Often these lamps will have a phosphorus coating to improve color retention. Mercury vapor bulbs/lamps typically produce a range of 50-65 lumens and a lifespan of around 24,000 hours. Another variety of discharge lamp is metal halide, which is produced by

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<sup>19</sup> AASHTO (2005), pg. 66; CIE (2010), pg. 2.

<sup>20</sup> CIE (2005), pg. 2-3.

<sup>21</sup> Lutkevich, McClean, & Cheung (2012), pg. 29; AASHTO (2005), pg. 16 and 66; IES (2014), pg. 4-5, 11-12 and 27-36.

<sup>22</sup> CIE (2010), pg. 3.

<sup>23</sup> Lutkevich, McClean, & Cheung (2012), pg. 29.

<sup>24</sup> Kennaugh (n.d.), para. 10-18.

applying an electrical current to metallic vapors. Metal halides have increased potential for color retention, but short lifespans at around 10,000-20,000 hours. It typically operates at 90-110 lumens. High pressure sodium is another variety of discharge lamps. High pressure sodium lamps produce light from sodium vapor, where an arc tube is filled with sodium, mercury and xenon. The gas is used for starting the light and the mercury for coloring. The lamp has no electrode and produces a high voltage pulse of 2,500-4,000 volts. High pressure sodium lamps typically produce 125-140 lumens with a lifespan of around 24,000 hours. Low pressure sodium in another type of discharge lamp used for roadway lighting. Low pressure sodium lamps are highly efficient, though are monochromatic, large in size, have a hard to control pattern and a lower lamp life at around 18,000 hours. Typically, it produces around 180 lumens.

### **Lighting Warrants**

Lighting warrants are analytical evaluation methods for the purpose of establishing a basis on which lighting may be justified. Warrants are based on defined conditions or rating systems. Meeting warrants does not mean an obligation to provide lighting, but simply provide minimum conditions to be met when contemplating lighting for new or existing facilities. Warrants indicate where lighting may be beneficial but should not be interpreted as an absolute indication of whether or not lighting is required. They indicate situations where lighting should be investigated. Warrants are not to be construed as the only criteria for justifying lighting. Warrants are intended to be an easily understood tool to assist administrators and designers in considering lighting for roadways. The need for lighting should be determined by sound engineering judgement and, ultimately, rests with the decision-making body with jurisdiction over the roadway.<sup>25</sup>

Warranting conditions vary among roadway classifications. AASHTO provides for warranting criteria for continuous freeway lighting, complete interchange lighting, partial interchange lighting and for streets and localized roadways, among others. Warranting criteria for each of the various classification differs. Most deal with traffic volumes, spacing of interchanges, lighting in adjacent areas and crash ratios. For streets and localized highways, criteria vary with location as local authorities will often have specific criteria of their own, though, generally consist of crash ratios, traffic volumes, pedestrian activity, intersections and other components.<sup>26</sup>

### **Adequacy and Inadequacy – Design Values**

Qualification for adequate or inadequate roadway lighting varies depending on numerous factors such as road classification, pavement type, adjacent activities, land uses and/or potential conflicts. General adequacy also varies based on the method of illumination utilized, e.g., illuminance or luminance. Likewise, the class of lighting whether normal lighting, which consists of the same level of lighting throughout an entire period of darkness, or adaptive lighting, which is also known as transition lighting, allows for variable lighting levels throughout a time period and/or over areas.<sup>27</sup> Level of adequacy is not

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<sup>25</sup> Lutkevich, McClean, & Cheung (2012), pg. 31; AASHTO (2005), pg. 17 and 23.

<sup>26</sup> AASHTO (2005), pg. 17-23.

<sup>27</sup> CIE (2010), pg.7-8; Gibbons, et. al., pg. XXXX.

easily defined and should be determined in conjunction with a lighting study undertaken by a licensed engineering professional.<sup>28</sup>

The three major bodies who produce lighting standards, the IES, AASHTO and CEI, all have differing standards for what constitutes as minimum criteria for designing roadway lighting and the preferred method of illumination. IES and AASHTO are the main bodies which apply to, and most heavily influence, practice in the United States. CEI influences and provides guidance for lighting in the US, but normally, standards set forth by IES and AASHTO are consulted. The FHWA provides guidance in regards to adaptive lighting design criteria further than that prescribed by AASHTO or IES.<sup>29</sup> The values each organization provides are not guarantees of adequacy or inadequacy, nor are they requisite levels. Professional lighting engineers will be able to more accurately provide what constitutes adequate or inadequate lighting.<sup>30</sup>

### **AASHTO Design Values<sup>31</sup>**

AASHTO divides values between roadway classification, pavement type, illumination method and via the off-road general land use, categorized as commercial, intermediate and residential. The values utilized in the *AASHTO Roadway Lighting Design Guide* are for continuous lighting at non-intersections. Special conditions may warrant different luminance or illuminance levels, such as pedestrian activity, curbs, luminaire structures, bridges/islands/divisions or other considerations. The selection of light source, luminaire distribution, mounting height and luminaire overhang are each an engineering decision which should be based on factors such as road geometry and character of the roadway, environment, proposed maintenance, economics, aesthetics and overall lighting objectives.

The area classifications play an important factor in identifying how much lighting should or should not be utilized. The three different classifications range in part by how pedestrianized each class would normally be. Commercial consists of mostly densely populated areas, such as a central business district, where there are large numbers of pedestrians and a heavy demand for parking during peak hours or sustained periods of high pedestrians and parking demand throughout a day. Intermediate consists primarily around activity centers, such as hospitals, libraries and recreation centers, that are characterized by moderate nighttime pedestrian traffic and lower parking turnover than commercial areas. Residential consists of low density developments, whether residential or commercial, that is characterized by few pedestrians with single family homes. These classifications play a large role in determining the appropriateness of associated design values for the types of roads, streets and walkways in the AASHTO guidelines.

For interstates and other limited access highways or freeways, using the illuminance method, the average maintained illuminance varies between a minimum 0.6-1.1 footcandles (6-12 lux), a minimum illuminance at 0.2 footcandles (2 lux) and a max illuminance uniformity ratio of 3:1 to 4:1. Using the luminance

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<sup>28</sup> IES (2014), pg. 1 and 12; AASHTO (2005), pg. 1, 6 and 10.

<sup>29</sup> Gibbons, et. al.

<sup>30</sup> AASHTO (2005); CIE (2010); IES (2014); Gibbons, et. al. (2014).

<sup>31</sup> AASHTO (2005), pg. 20-25.

method, the minimum average luminance ranges from 0.4-1.0 cd/m<sup>2</sup> and max ratios of 3.5:1 overall uniformity and 6:1 longitudinal uniformity.

For major arterials, under the illuminance method, the minimum average maintained illuminance ranges from 0.6 to 1.6 footcandles (6-17 lux) and a maximum illuminance ratio of 3:1. Minimum illuminance is determined by the uniformity ratio for all non-limited access roadways. Under the luminance method, major arterials have a minimum average luminance of 0.6-1.2 cd/m<sup>2</sup> and maximum ratios of 3:1-3.5:1 for overall uniformity and 5:1-6:1 for longitudinal uniformity.

For minor arterials, using the illuminance method, the minimum average maintained illuminance ranges from 0.5-1.4 footcandles (5-15 lux) and have a max uniformity ratio of 4:1. The luminance method sets a minimum luminance average of 0.6-1.2 cd/m<sup>2</sup> with max uniformity ratios of 3:1-3.5:1 for overall and 5:1-6:1 for longitudinal uniformity.

Collector streets have a minimum average maintained illuminance of 0.4-1.1 footcandles (4-12 lux) and a max uniformity ratio of 4:1 under the illuminance method. Collectors have a range of 0.4-0.8 cd/m<sup>2</sup> for the minimum average maintained luminance and max ratios of between 3:1-4:1 for overall uniformity and 5:1-8:1 for longitudinal uniformity.

Local streets, via the illuminance method, have a minimum average maintained illuminance of 0.3-0.8 footcandles (3-9 lux) and a max uniformity ratio of 6:1. Via the luminance method, local streets have a minimum average maintained luminance of 0.4-0.6 cd/m<sup>2</sup> and max ratios of 6:1 for overall and 10:1 for longitudinal uniformity.

Design guidelines are also included for alleys by AASHTO. Alleys have a minimum average maintained illuminance of 0.2-0.6 footcandles (2-6 lux) and have a maximum illuminance uniformity ratio of 6:1. Alleys have a minimum average maintained luminance of 0.2-0.4 cd/m<sup>2</sup> with a max overall uniformity ratio of 6:1 and a longitudinal uniformity ratio of 10:1.

Sidewalks have design values for the illuminance method only, as this will take into consideration vertical and horizontal illuminance and facial recognition which luminance does not. Sidewalks have a minimum average maintained illuminance of 0.3-1.3 footcandles (3-14 lux) and a max uniformity ratio ranging between 3:1-6:1. Additionally, pedestrian and bicycle ways are given values as well, though, these are assumed to be a separate facility from roads and streets and using an R3 pavement type. For pedestrian or bicycle ways which are adjacent to roads or streets, the road and street design values should then be utilized. The minimum average maintained illuminance should be a range between 1.4-2.0 footcandles (15-22 lux) with a max illuminance uniformity ratio of 3:1.

### IES Design Guidelines<sup>32</sup>

As noted previously, each of the primary groups who provides standards regarding road lighting has different methods and approaches to determining appropriate levels of illumination. The IES recommends three methods of luminance, illuminance and Small Target Visibility for evaluating continuous street and roadway lighting design. For the IES, luminance is the selected design method for straight roadways and streets, horizontal and vertical illuminance is the method for pedestrian areas and horizontal illuminance is used for intersections and interchanges. Unlike AASHTO, IES makes clear distinction between “roadway” and “street” lighting systems. “Roadways” include freeways, expressways, limited access highways and roads which pedestrians, cyclists and parked vehicles are normally not present. “Streets” include major (minor arterials), collectors and local roads where pedestrians and cyclists are generally present. As with AASHTO, IES divides the streets classification into three classes based on pedestrian conflicts, which is responsible for a disproportionate number of nighttime fatalities. High pedestrian conflict areas are those with significant numbers of pedestrians expected to be on sidewalks or crossing streets during darkness. Medium pedestrian conflict areas are those with lesser numbers of pedestrian use streets at night. Low pedestrian conflict areas are areas with low volumes of night pedestrian usage. IES states that the choice of the appropriate pedestrian activity level for a street is an engineering decision. Lighting design recommendations through IES are given as minimum values, or maximums for uniformity ratios, which have been arrived at through practical experience and agreed upon by consensus of lighting experts. Variations and exceptions to the values are not addressed as they should be evaluated with the necessary engineering study. IES provides design values for numerous types of lighting such as pedestrian underpasses, intersections, high mast lighting and crosswalks among others.

Lighting design criteria for roadways utilized the luminance method, though it is recommended that illuminance calculations be performed for the resultant design to provide values that can be used for field validation of an installed system’s performance. For Freeway Class A roads, minimum average luminance is  $0.6 \text{ cd/m}^2$  with a max overall uniformity ratio of 3.5 and a max longitudinal uniformity ratio of 6.0. For Freeway Class B roads, the minimum average luminance is  $0.4 \text{ cd/m}^2$  with max overall uniformity ratios of 3.5 and 6.0 for overall and longitudinal uniformity respectively. Expressway roads have a minimum average luminance of  $1.0 \text{ cd/m}^2$  and uniformity ratios of 3.0 and 5.0 respectively for overall and longitudinal uniformity.

Lighting design criteria for streets uses the luminance method for the motor vehicle traveled portion of the roadway and are based on the pedestrian area classification. For major (minor arterials) streets the minimum average luminance ranges from  $0.6\text{-}1.2 \text{ cd/m}^2$  with maximum uniformity ratio ranges from 3.0-3.5 and 5.0-6.0 for overall and longitudinal uniformity respectively. Collectors have a minimum average luminance range of  $0.4\text{-}0.8 \text{ cd/m}^2$  with ranges of 3.0-4.0 and 5.0-8.0 maximum uniformity ratios for overall and longitudinal uniformity, respectively. Local streets have a minimum average luminance range of  $0.3\text{-}0.6 \text{ cd/m}^2$  with a maximum overall uniformity ratio of 6.0 and a maximum longitudinal uniformity ratio of 10.0.

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<sup>32</sup> IES (2014), pg. 2-4 and 11-27.

Lighting design criteria for the pedestrian portion of streets utilizes the illuminance method for each of the three pedestrian conflict areas. Vertical illuminance should be measured at a height of 1.5m (5 ft.) in both directions and parallel to the main pedestrian flow. High pedestrian conflict areas consists of two types for walkways. One is mixed vehicle and pedestrian which has a minimum average illuminance of 20.0 lux (2.0 footcandles), a minimum vertical illuminance of 10.0 lux (1.0 footcandles) and a maximum illuminance uniformity ratio of 4.0. The other type is pedestrian only which calls for a minimum average illuminance of 10.0 lux (1.0 footcandles) with a vertical illuminance of 5.0 lux (0.5 footcandles) and a maximum average illuminance of 4.0. The medium pedestrian conflict area provides only a pedestrian area with a minimum average illuminance of 5.0 lux (0.5 footcandles) with a vertical illuminance of 2.0 lux (0.2 footcandles) and a maximum uniformity illuminance of 4.0. Low pedestrian conflict area consists of three types which rely heavily on pedestrian environments based on housing density. The low pedestrian conflict area of rural/semi-rural areas has a minimum average illuminance of 2.0 lux (0.2 footcandles), vertical illuminance of 0.6 lux (0.06 footcandles) and a maximum illuminance uniformity ratio of 10.0. The next type of low density residential, defined as 2 or fewer dwelling units per acre, has a minimum average illuminance of 3.0 lux (0.3 footcandles), vertical illuminance of 0.8 lux (0.08 footcandles) and a maximum illuminance uniformity ratio of 6.0. The last type of medium density, defined as 2.1 to 6.0 dwelling units per acre, has an average illuminance of 4.0 lux (0.4 footcandles), vertical illuminance of 1.0 lux (0.1 footcandles) and an illuminance uniformity ratio of 4.0.

### **CIE Design Guidelines<sup>33</sup>**

CIE uses a different process for selecting how road lighting should be applied and at what levels. CIE utilizes three classes of roadways for which lighting is suggested. They are identified as M, C and P classes. M lighting classes are intended for drivers of motorized vehicles on traffic routes and some residential roads with medium to high driving speeds. C lighting classes are conflict areas where vehicle streams intersect each other or run into areas frequented by pedestrians, cyclists or other users, or when there is a change in road geometry, such as a lane reduction. P lighting classes are roads and streets characterized by low vehicle speeds and are highly pedestrianized. Each of the lighting classes have six types which necessitate a different level of lighting. The lighting class for each is derived at using a series of weighted criteria based on certain parameters that affect each class. Generally, the outcome of the appropriate values is determined by the sum of the weighted factors, or:  $class X = 6 - V_{ws}$ ; within this scheme, the more points means greater lighting level. After the selectin of the appropriate weighting values, the sum will yield values between either 1-6 for M and P or 0-5 for C. Where the sum does not result in a whole number, the next lower whole number is to be used. CIE recommends the use of the luminance method for motor traffic and does not recommended illuminance except in special situations, such as lighting for pedestrian design and very low speeds.

M lighting classes range from M1-M6. M1 would be the highest class roadway, such as an interstate with high speeds, a large separation of traffic and modes and controlled access, and M6 would be lowest class. The parameters for determining classes are speed, traffic volume, traffic composition, separation of

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<sup>33</sup> CIE (2010), pg. 7-19.

carriageways, intersection density, parked vehicles, ambient luminance and visual guidance/traffic control. M1 roads have an average luminance of 2.0 cd/m<sup>2</sup>, an overall luminance uniformity ratio of 0.40 and a longitudinal luminance uniformity ratio of 0.70. M2 roads have an average luminance of 1.5 cd/m<sup>2</sup>, an overall luminance uniformity ratio of 0.40 and a longitudinal uniformity ratio of 0.70. M3 roads have an average luminance of 1.0 cd/m<sup>2</sup>, an overall uniformity ratio of 0.40 and a longitudinal uniformity ratio of 0.60. M4 roads have an average luminance of 0.75 cd/m<sup>2</sup>, an overall uniformity ratio of 0.40 and a longitudinal uniformity ratio of 0.60. M5 roads have an average luminance of 0.50 cd/m<sup>2</sup>, an overall uniformity ratio of 0.35 and a longitudinal uniformity ratio of 0.40. M6 roads have an average luminance of 0.30 cd/m<sup>2</sup>, an overall uniformity ratio of 0.35 and a longitudinal uniformity ratio of 0.40.

C lighting classes range from C0-C5. C0 is the highest class for conflict areas and C5 is the lowest. This differs from M and P because conflict areas should have a lighting level higher than connecting roads. It is suggested that the luminance method be used for conflict area, however, due to the nature of conflict areas, illuminance may be utilized. The parameters for C classes are speed, traffic volume, traffic composition, separation of carriageways, ambient luminance and visual guidance/traffic control. Each C class has an illuminance uniformity ratio of 0.40. C0 has an average illuminance of 50 lux. C1 has an average illuminance of 30 lux. C2 has an average illuminance of 20 lux. C3 has an average illuminance of 15 lux. C4 has an average illuminance of 10 lux. C5 has an average illuminance of 7.5 lux.

P lighting classes range from P1-P6. P1 would be highly pedestrianized with lots of foot traffic or other pedestrian activities. P class lighting is intended for pedestrians and cyclists on footways, cycleways and other road areas lying separately or along a traffic route, and for residential roads, pedestrian streets and parking places, among others. Lighting for pedestrians should enable users to discern obstacles and other hazards in their path and be aware of the movements of other pedestrians who are in close proximity. This leads toward the utilization of the illuminance method for both horizontal and vertical surfaces. As by the IES, CIE uses 1.5 m height (5 feet) as the standard measure for vertical illuminance. The parameters for P classes are speed, traffic volume, traffic composition, parked vehicles, ambient luminance and facial recognition. P1 has an average illuminance of 15 lux, a minimum illuminance of 3.0 lux and a vertical illuminance of 5.0 lux. P2 has an average illuminance of 10 lux, a minimum illuminance of 2.0 lux and a vertical illuminance of 3.0 lux. P3 has an average illuminance of 7.5 lux, a minimum illuminance of 1.5 lux and a minimum vertical illuminance of 2.5 lux. P4 has an average illuminance of 5.0 lux, a minimum illuminance of 1.0 lux and a vertical illuminance of 1.5 lux. P5 has an average illuminance of 3.0 lux, a minimum horizontal illuminance of 0.6 lux and a vertical illuminance of 1.0 lux. P6 has an average illuminance of 2.0 lux, a horizontal illuminance of 0.4 lux and a vertical illuminance of 0.6 lux.

#### **FHWA Adaptive Lighting Design Values<sup>34</sup>**

FHWA provides the process by which an agency or lighting designer can select the required lighting level for a road or street and implement adaptive lighting for a lighting installation or lighting retrofit. Adaptive lighting allows lighting to be turned off or reduced when few or no vehicles or pedestrians are using the roadway. Likewise, lighting can be increased or turned on when needed. The objective for roadway

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<sup>34</sup> Gibbons, et. al. (2014), pg. 1-31.

lighting is to use lighting only when it is required and at an appropriate level to provide for the safety of roadway users that does not result in over-lighting. Adaptive lighting therefore provides lighting only when and where it is needed, managing the roadway lighting level as an asset, controlling and managing the light level on the roadway. Typically, the process for determining a lighting level is to choose the road classification and then the potential for conflict, such as the AASHTO and IES methods. These do not provide a good basis for adaptive lighting as they only rely upon maximum conditions, or worst-case scenarios, to keep a sustained level throughout a period using that type. As such, elements such as AASHTO's land use, do not allow for variability in the change throughout a day. Similarly, IES's design values for roadways are the same way, though the street classification could allow for variability. Due to this the FHWA sought to develop a more complete classification beyond the IES and AASHTO guidelines to implement adaptive lighting and obtain the requisite benefits from such. The methodology is heavily adapted from the CIE method presented in CIE 115:2010 *Roadway Lighting*. FHWA separates facilities into three categories: roadways (H), streets (S) and residential/pedestrian (P). Roadway lighting is provided for freeways, expressways, limited access highways and other roads where pedestrians, cyclists and parked vehicles are not generally present. Street lighting includes major (minor arterials), collectors and local roads on which pedestrians and cyclists are normally present. Residential/pedestrian lighting is provided primarily for the safety and security of pedestrians, not necessarily for drivers/motorists, with slow speeds. As with the CIE methods, the level of facility is determined through the weighting of factors. Points are provided for certain parameters and the lighting class for the various type is decided based on the sum of all factors; or  $Lighting\ Class = Base\ Value - \sum Weighting\ Values$ .

H lighting classes range from H1-H4. H1 would be higher order roadways and H4 being lower. The purpose of H class lighting is to help the motorist remain on the roadway and aid in detection of obstacles within and beyond the range of headlights. H lighting classes have parameters of speed, traffic volume, median, intersection/interchange density, ambient luminance and guidance. The luminance method is used for H class lighting. H1 has an average luminance of 1.0 cd/m<sup>2</sup>, an overall uniformity ratio of 3 and a longitudinal uniformity ratio of 5. H2 has an average luminance of 0.8 cd/m<sup>2</sup>, an overall uniformity ratio of 3 and a longitudinal uniformity ratio of 6. H3 has an average luminance of 0.6 cd/m<sup>2</sup>, an overall uniformity ratio of 3.5 and a longitudinal uniformity ratio of 6. H4 has an average luminance of 0.4 cd/m<sup>2</sup>, an overall uniformity ratio of 3.5 and a longitudinal uniformity ratio of 6.

S lighting classes range from S1-S6, with S1 being more heavily trafficked and S6 being less. The purpose of S class lighting is to help motorists identify obstacles, provide visibility of and for pedestrian and cyclists and assist all users in visual search tasks on and adjacent to the roadway. Parameters for S class lighting consist of speed, traffic volume, median, intersection/intersection density, ambient luminance, guidance, pedestrian/bicycle interaction and parked vehicles. The luminance method is used for S class lighting. S1 has an average luminance of 1.2 cd/m<sup>2</sup>, an overall uniformity ratio of 3 and a longitudinal uniformity ratio of 5. S2 has an average luminance of 0.9 cd/m<sup>2</sup>, an overall uniformity ratio of 3.5 and a longitudinal uniformity ratio of 6. S3 has an average luminance of 0.6 cd/m<sup>2</sup>, an overall uniformity ratio of 4 and a longitudinal uniformity ratio of 6. S4 has an average luminance of 0.4 cd/m<sup>2</sup>, an overall uniformity ratio of 6 and a longitudinal uniformity ratio of 8. S5 has an average luminance of 0.3 cd/m<sup>2</sup>, an overall uniformity ratio of 6 and a longitudinal uniformity ratio of 10.

P lighting classes range from P1-P5, with P1 being high and P5 being low. The purpose of P class lighting is to provide guidance, safety and security for pedestrian users as headlights are appropriate for motorized traffic. The parameters for P class lighting are speed, traffic volume, intersection/intersection density, ambient luminance, pedestrian/bicycle interaction, parked vehicles and facial recognition. P lighting classes use the illuminance method with horizontal and vertical illuminance taken into account. P1 has an average illuminance of 10 lux, a vertical illuminance of 5 lux and an illuminance uniformity ratio of 4. P2 has an average illuminance of 5 lux, a vertical illuminance of 2 lux and an illuminance uniformity ratio of 4. P3 has an average illuminance of 4 lux, a vertical illuminance of 1 lux and an illuminance uniformity ratio of 4. P4 has an average illuminance of 3 lux, a vertical illuminance of 0.8 lux and an illuminance uniformity ratio of 6. P5 has an average illuminance of 2 lux, a vertical illuminance of 0.6 lux and an illuminance uniformity ratio of 10.

### **Lighting control and policies**

Of the 34,500 or so roads and road sections throughout the County, paved or unpaved, Richland County maintains about eighteen percent [18%] of those. The remainder fall under the jurisdiction of either SCDOT, the various municipalities or private owners and HOAs. SCEG is the main utility company which provides electricity across the various portions of unincorporated Richland County. This creates an amalgam of levels of control, regulations and policies affecting lighting.

### **County Ordinances of Richland County**

For the roads over which Richland County has jurisdiction, County ordinances and policies apply to those streets. Two sections of the Richland County Code of Ordinances relate to lighting. No further policies have been identified as pertaining to lighting or street lighting. The two ordinances provide for local control in regards to lighting for unincorporated Richland County.

#### **§21-12 (Roads, Highways and Bridges)**

Chapter 21 (Roads, Highways and Bridges) of the Richland County Code of Ordinances defines the mission, responsibilities and limitations of County public works regarding maintenance and construction of road and drainage infrastructure in the jurisdiction of the County. Section 21-12, with the catchline titled “Street Lighting”, states “the County shall not provide street lighting on any highway, street or road until such time as sufficient funds are appropriated to provide that service county-wide.”<sup>35</sup> It expands further to state “homeowners or homeowner’s associations may obtain street lighting through contractual arrangement with the electric utility servicing their area.”

#### **§26-177 (LDC)**

Chapter 26 (Land Development Code) of the Richland County Code of Ordinances specifies in §26-177 the requirements for lighting throughout the County. This section of the LDC applies to all new development in the unincorporated areas of Richland County unless otherwise specified, i.e., building expansion.

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<sup>35</sup> Code of Ordinances of Richland County, South Carolina §21-12.

Section 26-177 of the LDC does not address lighting along streets and rights-of-ways but focuses on buildings, structures and the general parcel, which may include the pedestrian zone as applicable.<sup>36</sup>

### **Code of Laws of South Carolina and Code of Regulations of South Carolina**

There appear to be no relevant state codes which relate to roadway lighting beyond outdoor advertising for signage along or near highways in *Title 57, Highways, Bridges and Ferries*, South Carolina Code of Laws. Similarly, this portion of the State Code authorizes the state highway department (SCDOT). Otherwise, policy discretion falls under the purview of local jurisdictions.

Likewise, the Code of Regulations of South Carolina, *Chapter 63, Departments of Highways and Public Transportation*, which speaks to highways and roadways, is limited beyond sign illumination for lighting along roadways.

### **SCDOT**

SCDOT follows guidelines set forth in AASHTO's *Roadway Lighting Design Guide* (2005) and other materials when it comes to warranting criteria and design values for lighting.<sup>37</sup> The ARMS manual provides limited details in regards to roadway lighting installation, though it is not meant to be a comprehensive guide. Additionally, the *Utilities Accommodation Manual* dedicates one limited section toward lighting.<sup>38</sup> It refers back to the ARMS Manual for requirements necessary for permitting and installation procedures, though, it does provide slight guidance about what types of lamps can be utilized and other such features. The ARMS Manual notes that further guidance and requirements regarding roadway lighting can be obtained from the Director of Traffic Engineering with SCDOT.<sup>39</sup>

### **Estimated Costs of Lighting**

#### **SCEG Rates**

SCEG provides rates to municipal customers using the electric service for area and street lighting. Three different rates exist which would potentially apply to Richland County, Rate 17, Rate 18 and Rate 26. SCEG lighting rates are based on several factors, such as fixture, bulb and/or facility/system. Most of these require an initial contract lease up to ten [10] years, with the exception of Rate 26 with five [5] years. Rate 17 regards municipal street lighting for area and street lighting. Most of the lighting fixtures within this rate use the standard wood poles or post-top mounted luminaires for SCEG's overhead distribution. Two bulb types of metal halide (MH) and high pressure sodium (HPS) are available at varying rates and kilowatt hours (kWh) per the rate. The rate notes other fixtures for new installations but only to maintain pattern sensitive areas. The charges range from \$10.21 – \$18.26 per month for the standard wooden poles at various bulb types, lumens and kWh. For post-top mounted luminaires, charges range from \$22.36 – \$26.58 per month at various lumens, bulb type and kWh.

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<sup>36</sup> Code of Ordinances of Richland County, South Carolina, §26-177.

<sup>37</sup> SCDOT (2015), pg. 76.

<sup>38</sup> SCDOT (2011), pg. 30.

<sup>39</sup> SCDOT (2015), pg. 76

Rate 18 regards underground street lighting through the use of underground distribution facilities. Rate 18 is only applicable to high intensity discharge fixtures with outdoor lighting and poles conforming to SCEG specifications at locations that are readily accessible for maintenance per SCEG. With underground lighting, there are numerous bulbs that can be utilized along with different pole types that are more aesthetic-driven than the standard wooden pole. Two different rate structures apply under the underground street lighting, one per luminaire and one per pole for a combined total. The rate per luminaires range from \$12.56 – \$47.31 per month at various levels of lumens, bulb type and kWh. The rate per pole varies from \$9.95 – \$37.60 per month at various heights and materials.

Rate 26 applies to overhead private street lighting for all night street lighting service where fixtures are mounted on the standard SCEG wooden poles. The rates range from \$9.40 – \$18.83 per month which varies by bulb type, lumens and kWh. An additional charge is added for extra poles at varying heights and material ranging from \$5.20 – \$10.65 per month.

#### **Example Lighting Costs (Monticello Rd)**

Richland County currently pays for lighting along Monticello Rd as part of the Ridgeview Neighborhood Revitalization Plan by the Community Planning and Development Department's Community Development Division. The County leases from SCEG forty-five [45] street lights along a 0.68-mile stretch of Monticello Rd. The lighting was first given approval in March of 2010 as part of the Ridgewood Streetscape Design, where Council approved the agreement of a lease with SCEG for two five [5] year sequential agreements. At that time, it was expected that the cost of the 45 lights would be \$13,678.2 annually, or \$1,139.85 per month. These costs would be subject to rate changes. In November of 2012, the project was given approval again when it was revisited after facing several delays. Due to the delays, the 2010 agreement was never executed. During the 2012 approval, the two 5 year agreements were replaced by a single ten [10] year agreement. An upfront installation charge of \$3,200 was added to the contract which would then be paid using CDBG funds. A rate increase occurred between the two years (which any agreement would be subject to even if executed) from \$25.33 to \$26.16. This increased the cost of the 45 lights to approximately \$14,126.4 annually, or \$1,177.20 per month. It was decided to use Neighborhood Redevelopment funds to pay for this annual lighting expense for the term of the agreement.

The Ridgewood Streetscape lighting on Monticello Rd is under SCEG's Rate 18. This rate structure allows for more aesthetically pleasing luminaries and poles, as was fitting of the Streetscape project. The lighting consists of 150W HPS Acorn Style luminaires with 17' Standard Fiberglass Poles. At the time of the agreement in 2012 the cost of each luminaire was \$16.86 and the cost per pole was \$9.30, which amounts to the total rate of \$26.16. Presently, the rate for the luminaire is \$16.78 and \$9.95 for the pole for a total of \$26.73 without taxes. This amounts to a total charge of around \$1,202.85 per month (\$1,299.08 with tax), or about \$14,434.20 annually (\$15,589.64 with taxes) for this one 0.68-mile section of roadway.

Monticello Rd lighting is one example where the County is currently paying for street lighting. Following this example, depending on how new or updated lighting were to be implemented throughout the County, reasonable estimates could put the cost at \$100,000 - \$500,000 annually for the cost of leasing lamps and poles, not including any construction costs that may be associated with any new lighting.

### **Potential Funding Sources**

Currently, no dedicated funding mechanism exists for street lighting within the County budget. Two potential fund sources would be applicable from governmental funds from the County budget. One source would be to utilize General Funds for the operation and maintenance of lighting through a lease agreement. As of the current fiscal year, FY 18-19, all revenues within the general fund had been appropriated for use, leading towards a balanced budget. If general funds were to be utilized for lighting, funds would need to be reallocated or appropriated from current budget items as funding requests exceeded available amounts. As these dollar amounts were prioritized based upon available funding, need and Council's will, introducing a new leased system in need of funding would either allow for budget shortfalls or take away critical funding from other necessary sources. The second source would be to utilize Special Revenue Funds. Special revenue funds provide consistent funding, through the set millage, for specific, dedicated purposes. One current special revenue fund, the Hospitality Tax, may be appropriate for funding street lighting throughout the County. The Hospitality Tax, which allows for the improvement of services and facilities related to tourism, which lighting systems would likely fall under. Hospitality Tax funds could provide for necessary funds to cover certain portions of lighting, but as with the general fund, would take away from other uses of the fund which are often allocated to communities for tourism promotions and other types of events, or back into the general fund itself. Likewise, this fund is limited in the dollar amount provided and for the specific use. Another special revenue fund, the Neighborhood Redevelopment fund is currently being used to pay for four [4] lighting leases with SCEG which totals approximately \$3,800 per month, or approximately \$45,600 annually. This special revenue fund would not be an appropriate special revenue fund for funding lighting, as it would not be able to adequately fund lighting to cover the whole county and such lighting would not be toward redevelopment efforts. Likewise, it is dedicated for the purpose of redevelopment efforts throughout the County, particularly Neighborhood Master Plans, that require the funding for their implementation. In no way, could all of these funding sources pay for street lighting throughout the unincorporated portions of Richland County.

Two additional funding options exists that could allow for adequate funding of street lighting. One would be to create a special purpose tax district or districts which solely deal with street lighting issues. Funding street lighting would fall under an appropriate use via SC enabling legislation under County powers, however, it would need voter approval to be realized. The other option would be to create a new special revenue fund dedicated solely toward paying for lighting within the unincorporated areas of Richland County. A new special revenue fund seems the most viable as it would allow for a millage amount set at the needed limit to pay for any potential lighting while not limiting or diminishing funds from other sources. It could also only be applied to the unincorporated areas. A drawback to this option would be the increase in taxes from establishing the new fund.

### **Foreseeable Issues and Conflicts**

Several issues and conflicts currently exist as it relates to street lighting. Generally, issues involve phenomena associated with light trespass, or obtrusive lighting, such as spill light, glare and skyglow. Spill light is light that falls outside the area intended to be lit. Glare is light that is viewed at the light source

which reduces one's visibility. Skyglow is when light is reflected from one source, road or other surface upward into the atmosphere, in effect casting unwanted light into the sky reducing the ability to view and keep a dark night sky. Light trespass is an overall issue that perpetuates from the introduction or expansion of lighting systems. Likewise, the type of luminaire can cause unwanted light trespass depending on how light is directed. Light trespass can often only be reduced and not eliminated. As such, lighting systems have a profound effect upon the general character area of an area where lighting is introduced. Urban, suburban and rural environments have certain character aspects which make it so and the amount of lighting and light trespass are often a part of those characteristics, such as star gazing in a pasture or viewing a highly illuminated skyline around a downtown.

Likewise, the character area aspect of implementing lighting is also an issue. Lighting for denser, more heavily populated areas makes sense unlike in areas that become sparser and less populated. Provisionally, this would likely lead to conflict in regards to area spending for services with certain environs requiring much high spending than in other areas which would likely not require street lighting. Service provision would likely stem based on the lighting warrant measures and design criteria noted above.

Another issue/conflict arises specifically within the County Code of Ordinances. As noted above, §21-12, "Street Lighting", states that the County will not be providing any street lighting until a dedicated funding source is identified and available. The ordinance has an approval date of January 21<sup>st</sup>, 2003, which appears to predate many of the lighting projects which the County is currently providing and leasing. County practice appears to be in clear conflict with the County Code, where street lighting is being provided, though no dedicated funding source is available to provide service county-wide. This is the greatest conflict which would need to be remedied, as one it allows for no county lighting without dedicated funding for a county-wide system and, two, means the County has been operating against its code of ordinances in regards to lighting projects.

Stemming in part from §21-12 of the County Code, and generally, warrants the need for a dedicated funding source to pay for any potential lighting systems the County could seek to implement. No current funding sources would be available to pay for any type of street lighting system operation. Any installation costs could possibly be covered by capital funds or bonds, though funds for the dedicated operation of the system would need to be identified and established. As mentioned earlier, the most reasonable method for creating a dedicated funding source would be through a new special revenue fund for street lighting. Creating a new fund would allow for service needs to be met from a dedicated millage that could be set each budget year for any anticipated costs and potential rate changes. Beyond the conflict with the code, having a dedicated funding source would be paramount for any type of street lighting throughout the County. Establishing a new fund in order to make street lighting work and available, costs would be passed onto County citizen taxpayers. Because of an increase in taxes, property owners may be apprehensive to provide buy-in for any potential lighting systems.

Another conflict comes from jurisdictional control of streets and roadways. Majority of roads and streets across the County belong to SCDOT. This limits what the County is able to do within and along right-of-ways (ROW) for highways, major thoroughfares and even local streets. County would have limited

authority to enact successful changes for any potential lighting. Additionally, the County is then limited geographically where and how improvements could be made. It would have the potential to disrupt systems or not allow for the appropriate design that would be warranted. Unless specific agreements were made with SCDOT, and coordination were undertaken on each section of ROW, the feasibility of a comprehensive lighting scheme seems to diminish.

### **Recommendations for Steps Forward**

As Planning Services is not subject matter experts on roadway lighting, nor can staff adequately state what constitutes adequate or inadequate lighting, the task of providing a recommendation on whether or not to move forward with comprehensive lighting for roadways cannot be definitively addressed. In general, staff is of the opinion implementing comprehensive lighting should not be pursued as it would be antagonistic to County ordinances; annual costs on a year to year basis would be exorbitantly high; implementation and design would be constrained due to lack of jurisdictional control; there exists no available funding or future funding which could cover any necessary costs for installation or leasing; and costs would likely be forced onto county residents.

However, staff can provide recommendations for how to move forward with any comprehensive lighting should it be the will of Council to do so. Alternatively, to not pursuing comprehensive lighting, staff is recommending a multi-step approach to allow for obtaining a better understanding of lighting conditions, development of Council goals regarding lighting, public feedback for lighting installation, lighting costs and potential funding sources as well as how to implement any such lighting should Council wish to pursue the matter further. Major components include:

- Clarification of § 21-12, "Street Lighting", of the Richland County Code should be obtained from the Legal Department and County Attorney. Currently, it appears likely to be a barrier to any such implementation of street lighting throughout the County. If Council were to decide to move forward with implementing comprehensive roadway lighting, it would need to likely repeal or amend §21-12 depending on the opinion of the Legal and on the will of Council. Once this conflict is addressed further steps could then be pursued with greater finality.
- Contracting with an engineering consultant through the Procurement Office to perform a comprehensive assessment and study of current lighting conditions for the unincorporated roadways of Richland County. A comprehensive assessment by a licensed engineer should provide Council with further answers to questions regarding lighting conditions, such as level of adequacy or inadequacy, potential ways to optimize and up-fit current lighting systems, feasibility of and costs for new lighting systems and more detailed recommendations regarding comprehensive lighting implementation.
- Determination of a funding source for any potential lighting should be performed by the Office of Budget and Grants Management to ascertain if any current funding source can be utilized for the leasing and installation costs. This should be done after or concurrent to any type of assessment

and/or study, once potential cost estimates have been attained. By having estimates ready it would allow for Budget to know the dollar amount annually would be needed to be dedicated to lighting and if it is feasible to use current funding without taking dollar amounts from current programs. If no sufficient funds can be dedicated or discovered, a new funding source should be explored to be dedicated to funding any potential lighting in conjunction with the Finance Department and Budget Office.

- Development of a comprehensive lighting master plan should be completed with help from a professional lighting engineer. Developing a master lighting plan could be accomplished in part by the same process and consultant from the lighting assessment. The lighting plan should follow general practiced standards such as the process and steps listed earlier in this document. A plan could function and develop in a manner similar to the Sewer Master Plan process being undertaken by the Utilities Department and their consultant.

These four major items should provide a general path forward if Council decides to move toward implementing comprehensive lighting for the County. Likewise, a lighting professional and assessment would be able to more adequately address Council's questions regarding lighting and more definite steps which need to be taken to realize any goals Council may have for lighting. These steps should provide a guideline of how to move forward with understanding and realizing comprehensive roadway lighting should Council wish it necessary.

## References

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## MEMORANDUM

**To** Edward Gomeau, Interim County Administrator

**CC** Dr. Sandra Yudice, Assistant County Administrator

**From** Ashley Powell, Interim Director;  
Brian Crooks, Comprehensive Planner

**Date**

**Subject** Street Lighting Non-compliance

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Mr. Gomeau,

This memo serves to bring to your attention, as Interim Administrator and the executive head of the County, a discovered issue regarding the violation of and non-compliance with the Richland County Code of Ordinances for the payment/provision of street/roadway lighting for select areas of the County. This memo provides background on the issue at play, the ordinance in question, and known violations of said ordinance.

In October of 2018, the Planning Services Division (PSD) hosted an event entitled "Tea and Talks with Planners." This event was held to serve as an informal setting for PSD to brief Council on upcoming issues, initiatives and projects. Likewise, it was a chance for Council members to ask questions of staff about upcoming work as pertains to planning. Council members in attendance mentioned that a comprehensive lighting plan would be beneficial for the County and that it would be helpful if PSD could put together some information regarding such. Planning Services went about researching how the County could go about establishing such a plan. The research consisted of what street lighting entails and how to conduct, implement and potentially finance a lighting plan. Out of this research, an issue has arisen wherein PSD believes the County to be in violation of its own Code of Ordinances as relates to the payment/provision of street lighting.

Chapter 21 of the Richland County Code of Ordinances generally deals elements which fall under the purview of the Department of Public Works, particularly roads, drainage and other infrastructure. The current chapter was adopted as part of an overall rewrite with amendments under Ordinance NO. 005-03HR, with an effective date of January 21, 2003. Section 21-12 was first enacted as part of this amendment to Chapter 21. Section 21-12 pertains to street lighting on roadways. The Code states:

"The County shall not provide street lighting on any highway, street or road until such time as sufficient funds are appropriated to provide that service county-wide. Homeowners or homeowner's associations may obtain street lighting through contractual arrangements with the electric utility serving their area." Richland County Code of Ordinances, §21-12

No amendments or changes have been made to this section of Chapter 21 since it was adopted. Since the ordinance was enacted, County Council has, via subsequent motions, directed that the County establish and pay for street lighting in certain areas of thereof, thus entering into agreements which appear to violate the aforementioned ordinance and section of the Code.

There have been at least three motions, which were passed between February 1, 2011 and November 13, 2012, for approving lease agreement which provided street lighting. During this time, no funds were appropriated that would satisfy the requirement under Section 21-12 to provide street lighting to the entirety of the County, nor have such funds been allocated for that purpose since that time. Each of the items/motions were brought before Council after having been routed through Committees.

The first agreement of which PSD is aware involves street lighting along Decker Blvd. This motion was brought forth during the Motion Period of the October 19, 2010 Council meeting. The motion, put forth by Current Councilman Jim Manning and past Councilman Norman Jackson, stated "Council allocate \$12,000 from Hospitality funds for Highway Lighting to be established for Richland County's International Corridor." This motion was directed to the Administration and Finance (A&F) Committee for review. At the following A&F Committee meeting, it was listed on the agenda as an item pending discussion/information. The committee directed staff to study the item further and place it on the January A&F agenda for action. At the January 2011 A&F meeting, the committee approved staff's recommendation to fund lighting for 5 years from the Neighborhood Redevelopment fund, and then require the Decker Boulevard Business Coalition (DBBC) to fund the remaining five years. Under the review of the staff recommendation, Legal and Administration both recommended approval of this option, neither of which noted §21-12 and its stipulations. The committee recommendation was then approved at the following February 1, 2011, Council meeting. The lighting agreement for Decker Blvd is a 10-year recurring monthly lease of \$599.30 per month (subject to rate changes) for 26 lights plus a one-time installation fee of \$1,040. Though currently funded by the County, the lease agreement for this lighting is held by the DBBC and SCEG. It was signed on April 25, 2011 by then DBBC President James Manning. PSD has found a non-executed contract agreement between the County and the DBBC which states that the County would pay for the first 5 years of lighting and that the DBBC would provide such for the remainder. PSD does not have an executed copy of this document in its files. As this contract would have been effective in April of 2011, the County should have stopped payment of the lease agreement in April 2016, per the motion (and the contract if executed). The County continues to pay for the lighting service against the motion, the contract and §21-12 of the County Code. The most recent bill for the Decker Blvd lighting is from January 22, 2019 for a total of \$627.73.

The second agreement is for the Ridgeway Streetscape Project (Phase I) along Monticello Rd. This item/motion originated out of A&F Committee in February of 2010. This item was brought before the committee by the Community Development Department. The item involved a request to approve two 5-year lease agreements to install and maintain 45 lights (28 lights under the first phase) along Monticello Rd for a cost of \$709.24 per month (subject to rate changes). Administration and Legal both recommended approval of the request for the County to provide lighting for 10-years with no mention of §21-12. Finance recommended denial of the request and to, instead, determine a dedicated funding source or to have the end-users (e.g., contiguous property) pay for the lighting. The Committee recommended approval, as recommended by Community Development, for the County to pay for lighting for 10-years, that staff would need to determine the cost of making an outright purchase versus leasing and that Legal should finalize lease agreement language. This recommendation was brought forward at the March 2, 2010 County Council meeting under the Report of the Administration & Finance Committee/Consent Agenda. Council approved the recommendation as brought forth out of the committee to approve the lease agreement and provide the lighting for 10-years under two 5-year leases.



Even though Council gave approval for the lease agreements they were never enacted due to disagreement with language for the leases and an extended time-lapse since approval. The item, Ridgeway Streetscape Project (Phase 1) was brought before the A&F Committee again in October of 2012. This item carried two parts. One was to approve a bid for a construction project totaling \$315,815.20 and the other for a 10-year recurring monthly lighting agreement for 30 lights along Monticello Rd for a cost of \$784.80 per month (subject to rate changes). Legal and Administration again recommended approval of this item without any mention of §21-12. The Committee recommended approval for this item. It was then brought forward at the November 13, 2012 Council meeting under the Approval of Consent Items/Committee Reports. It was given approval under the Approval of Consent Items. The lease agreement for the 30 lights was signed on December 31, 2012 by then County Administrator McDonald. The most recent bill for this portion of lighting is from December 21, 2018 for a total of \$1,318.57 (includes the bill for all 45 lights, Phase I and II lighting).

As with the Phase I Ridgeway Streetscape Project, the third lease agreement given Council approval was an item brought before the A&F Committee in October of 2012 at the same meeting. This item was brought before the Committee by the Planning Department to request approval of a 5-year recurring monthly lease agreement for 33 street lights along Broad River Rd for \$664.95 per month (subject to rate changes). Legal and Administration again recommended approval without mention of §21-12, and it was noted further that the item was considered during the FY12 budget session where funding was allocated and rolled-over as part of the FY13 process. The committee recommended Council approve the item. It was brought forward at the November 13, 2012 Council meeting under the Approval of Consent Items/Committee Reports. During the meeting, it was given approval by Council after several attempts to defer the item. The lease agreement was signed on November 20, 2012 by then County Council Chair Washington. The most recent bill for the Broad River Rd lighting is from January 8, 2019 for a total amount of \$619.24.

In addition to these three items which went before Council for approval, there have been at least two other street lighting agreements which have been entered into, with either Administrative or Departmental approval, in order to pay for road lighting. Limited background information is available for these two lease agreements, though the Ridgewood Streetscape Phase II/Monticello Rd can be partly identified in Council documents from 2014. Each of these agreements are being funded out of the Neighborhood Redevelopment fund. One is a lighting agreement for Phase II of the Ridgewood Streetscape Project which pays for an additional 15 street lights under a 10-year recurring monthly lease of \$408.90 per month (subject to rate changes) and a one-time installation fee of \$1,276.00. This agreement was signed on August 19, 2014 by then County Administrator McDonald. Funds from the Neighborhood Redevelopment fund were used to pay for this lease agreement. The current monthly payment is noted previously. The second agreement is a recent leasing agreement entered into by the County, which was signed on January 1, 2018 by then County Administrator Seals, for a 5-year recurring monthly lease of \$20.42 per month (subject to rate changes) for two lights on Susan Rd and Arrowwood Rd off of Broad River Rd. The most recent bill for this portion of lighting is from January 7, 2019 for a total of \$22.38.

It is likely there may be other lease agreements for roadway lighting which the County is currently paying, however, these are the only agreements for which the County is utilizing Neighborhood Redevelopment funds. There is one other agreement for the Crane Creek Nature Trail Park being paid with Neighborhood Redevelopment funds, but it is for area lighting of the park, in accordance with an implementation project out of the adopted Crane Creek Neighborhood Master Plan, and not roadway lighting; thus it does not appear to violate the aforementioned ordinance.

Through the lighting agreements, the County has been paying a total of around \$27,000 per year since June of 2013 for street lighting on these stretches of roadway. In total, for all payments to date, the County has paid around \$167,000 for all of the agreements since they were signed. The rates for the lighting agreements have changed since they were enacted. The table below shows the original rates at the time of the agreements and the current rates (as of May of 2018):

Description	Agreement Rate	Current Rate	Value Change	% Change
Decker Blvd	\$23.05	\$22.02	\$1.03	4
Monticello Rd I	\$26.16	\$26.73	\$0.57	2
Luminaire	\$16.86	\$16.78	\$0.08	0
Pole	\$9.30	\$9.95	\$0.65	7
Monticello Rd II	\$27.26	\$26.73	\$0.53	2
Luminaire	\$17.31	\$16.78	\$0.53	3
Pole	\$9.95	\$9.95	\$0.00	0
Broad River Rd	\$20.15	\$18.83	\$1.32	7
Susan Rd/Arrowwood Rd	\$10.21	\$11.72	\$1.51	15

So far for this fiscal year, the County has paid a total of around \$16,000 as of mid-January 2019. By the end of this fiscal year the County will end up likely having paid a total of about \$31,500 for street lighting. This total seems likely to increase moving forward, which is the trend from prior fiscal years.

Each contract has a stipulation that it can be cancelled at any time with 30-day notice. However, each of the contracts have a requirement of cancellation fees for premature cancellation outside of the initial agreement period. Each contract has a varying amount for early termination of that contract. Early termination of the Monticello Rd agreements would have the largest termination fees associated with them. As each of the two contracts were for a 10-year period about 3 and 5 ½ years remain on each agreement. The Decker Blvd Rd agreement still has about 2 years remaining and would result in a fee, though likely minor. The Decker Blvd lease agreement has also exceeded the timeframe which the County agreed to provide payment. The lighting cost should now be provided by the DBBC, otherwise, the lease agreement should be terminated if the County would continue providing payment. The Susan Rd/Arrowwood Rd agreement is only a year old, however, it only carries a \$150 early termination fee per the lease agreement, about a year’s worth of payment. The Broad River Rd lease agreement is the only agreement which has exceeded its full agreement term and will continue year to year unless the 30-day notice for termination is provided.

If all of the contracts were to be terminated prior to the end of stipulated length a total termination fee of approximately \$57,000 would be required per the lease agreements. This includes a \$150 fee for Susan Rd, \$30,605.36 for Monticello Rd Phase I, \$22,395.67 for Monticello Rd Phase II, and an undetermined, though likely minimal, amount for Decker Blvd, such as \$1,500 to \$5,000. This total amount to terminate the lease agreements prematurely would be less than the yearly amount if all the contracts were paid through the remainder their leases.

As such, the Planning Services Division requests the Administrator make a determination on non-compliant street lighting lease agreements and provide approval to discontinue the payment of the aforementioned from the Neighborhood Redevelopment budget. Further, PSD requests administrative processes be put in place that aid in ensuring future roadway lighting projects are not charged against the Neighborhood Redevelopment budget preventing the use of these funds for the purpose(s) for which they were intended – the drafting and implementation of Neighborhood Master Plans.





**RICHLAND COUNTY COUNCIL  
REGULAR SESSION AGENDA**

**FEBRUARY 1, 2011  
6:00 PM**

**CALL TO ORDER** **HONORABLE PAUL LIVINGSTON, CHAIR**

**INVOCATION** **THE HONORABLE DAMON JETER**

**PLEDGE OF ALLEGIANCE** **THE HONORABLE DAMON JETER**

**Approval Of Minutes**

1. Regular Session: January 18, 2011 [PAGES 8-15]
2. Zoning Public Hearing: January 25, 2011 [PAGES 17-19]

**Adoption Of The Agenda**

**Report Of The Attorney For Executive Session Items**

**Citizen's Input**

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

**Report Of The County Administrator**

4. a. Employee Grievance [ACTION] - Deferred from January 18th Council Meeting
- b. Overview of January 24th Transit Organizational Meeting
- c. Reminder of February 2nd Legislative Delegation Reception at Convention Center [ACTION]
- d. Community Development Recognition
- e. IFAS Council Update
- f. United Way Update
- g. Appearance Count Presentation

**Report Of The Clerk Of Council**

**Report Of The Chairman**

5. a. Contractual Matter
- b. Lexington County Transportation Request **[PAGE 23]**

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

6. a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article II, Administration; Division 3, Permits, Inspection and Certificate of Approval; Section 6-43, Permits, Required/Exemption; so as to add a new paragraph to require an evacuation plan for certain entities within the "Emergency Planning Zone (EPZ)" of the V. C. Summer Nuclear Plant, which is located in Fairfield County
- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article II, Administration; Division 5, Building Codes Board of Adjustment; Section 6-75, Building Codes Board of Adjustment; so as to empower the Board to hear appeals under the International Fire Code
- c. An Ordinance Authorizing, pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee-in-lieu of tax agreement, between Richland County, South Carolina, and Mars Petcare US, Inc., as sponsor, to provide for a fee-in-lieu of ad valorem taxes incentive; and other related matters

### **Approval Of Consent Items**

7. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article II, Administration; Division 3, Permits, Inspection and Certificate of Approval; Section 6-43, Permits Required/Exemption; so as to add a new paragraph to require an evacuation plan for certain entities within the "Emergency Planning Zone (EPZ)" of the V. C. Summer Nuclear Plant, which is located in Fairfield County **[THIRD READING] [PAGES 26-29]**
8. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article II, Administration; Division 5. Building Codes Board of Adjustment; Section 6-75, Building Codes Board of Adjustment; so as to empower the Board to hear appeals under the International Fire Code **[THIRD READING][PAGES 31-35]**
9. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-180, Signs; Subsection (g), On-Premises Signs Permitted in Rural And Residential Districts; so as to establish the maximum height and square footage of signs for institutional uses in the RU Rural District **[THIRD READING] [PAGES 37-38]**
10. An Ordinance Authorizing, pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee-in-lieu of tax agreement, between Richland County, South Carolina, and Mars Petcare US, Inc., as sponsor, to provide for a fee-in-lieu of ad valorem taxes incentive; and other related matters **[SECOND READING] [PAGES 40-66]**
11. 10-33MA  
Odom Enterprise  
Steven Odom  
RU to LI (2.33 Acres)

5771 Lower Richland Blvd. [**SECOND READING**] [**PAGE 68**]

12. An Ordinance the Richland County Code of Ordinances; Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-53, Land Development Permits; Subsection (A), General; so as to require notification to the Building Inspections Department and to the Emergency Services Department whenever plans are submitted that affect the "Emergency Zone (EPZ)" of the V. C. Summer Nuclear Plant, which is located in Fairfield County [**SECOND READING**] [**PAGES 70-71**]
13. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site and Performance Standards; Section 26-180, Signs; Subsection (I), On-Premises Signs Permitted in the General Commercial District; Paragraph (4), Height; so as to the maximum height for on-premise signs in the GC (General Commercial) District [**SECOND READING**] [**PAGE 73**]
14. Construction Services/Detention Center Chiller Project [**PAGES 75-76**]
15. Judicial Center and Administration Building Lighting Upgrades [**PAGES 78-79**]
16. Kershaw County IGA Screaming Eagle Landfill [**PAGES 81-85**]
17. Recreation for Adults/Seniors [**PAGES 87-88**]
18. Richland County North Paving Contract RC-008-CN-1011 [**PAGES 90-91**]
19. A Resolution in support of the Central Midlands Council of Governments' pursuit of grant funding from the Department of Defense [**PAGES 93-95**]
20. Decker International Corridor Lighting [**PAGES 97-98**]
21. Jim Hamilton-L.B. Owens Airport Master Plan Update Executive Summary [**PAGES 100-106**]

### **First Reading Items**

22. Sale of Property to Vulcan [**PAGE 108**]

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

23. Richland County membership in the U.S. Green Building Council [**TO DENY**] [**PAGES 110-111**]
24. The Town of Irmo Animal Care Intergovernmental Agreement [**PAGES 113-118**]
25. To amend the existing Intergovernmental Agreement with the Town of Arcadia Lakes for Road Maintenance, Drainage Maintenance, Plan Review, Inspection, and NPDES Stormwater Permit Compliance, dated July 14, 2003 [**PAGES 120-122**]

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

- 26.

# Richland County Council Request of Action

**Subject: Decker International Corridor Lighting**

## **A. Purpose**

Councilmen Norman Jackson and Jim Manning made a motion on October 19, 2010 to allocate \$12,000 from Hospitality funds for highway lighting to be established on Decker Boulevard. At the November 23, 2010 Administration and Finance Committee meeting, the Committee directed staff to investigate alternative funding options to add street lighting along Decker Boulevard and report the findings within two months.

## **B. Background / Discussion**

SCE&G requires a 10 year contract commitment to operating costs, but is willing to waive the upfront installation costs for this lighting project. Staff investigated several options for funding, several of which were determined to not be feasible. For example, Planning Legal Counsel researched the potential of attaching an assessment to the Decker business licenses to cover the operating costs.

## **C. Financial Impact**

The annual operating cost for the lighting is approximately \$7,000.

## **D. Alternatives**

1. Set up a “special purpose district” to fund the lighting on Decker Boulevard (which would require a referendum).
2. Fund the lighting program for five (5) years from the Neighborhood Improvement Program budget, and then require the Decker Boulevard Business Coalition to fund the remaining five (5) years.
3. Fund the lighting cost for the full ten (10) year contract term from the Neighborhood Improvement Program budget.
4. Do not fund the Decker Boulevard lighting program.

## **E. Recommendation**

Staff recommends Alternative #2. This option would provide 5-year start-up funding for the lighting program. Using this option would create a true public-private partnership, which is a necessity as Richland County moves forward with implementation of the Neighborhood Master Plans.

Recommended by: Anna F. Almeida      Department: Planning      Date: 1/18/11

## **F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers

Date: 1/19/11

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council Discretion

**Legal**

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of option #2

**Administration**

Reviewed by: Sparty Hammett

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of Option 2.

# MINUTES OF



## RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, FEBRUARY 1, 2011 6:00 p.m.

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

=====

### MEMBERS PRESENT:

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

**OTHERS PRESENT** – Michielle Cannon-Finch, Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Sara Salley, Stephany Snowden, Tamara King, Melinda Edwards, Larry Smith, Daniel Driggers, Donald Chamblee, Anna Almeida, Anna Lange, Dale Welch, Amelia Linder, Chris Eversmann, Michael Byrd, Dwight Hanna, Rodolfo Callwood, Monique Walters, Michelle Onley

### CALL TO ORDER

The meeting was called to order at approximately 6:00 p.m.

### INVOCATION

The Invocation was given by the Honorable Damon Jeter

by Mr. Pearce, to amend the resolution by deleting the word any in the last two paragraphs. The vote in favor was unanimous.

**Decker International Corridor Lighting** – Mr. Malinowski moved, seconded by Mr. Pearce, to approve this item. A discussion took place.

The vote was in favor.

**Jim Hamilton-L. B. Owens Airport Master Plan Update Executive Summary** – Mr. Malinowski moved, seconded by Ms. Dickerson, to approve this item. A discussion took place.

The vote in favor was unanimous.

**Consultant Services for Employee, Retiree, and Medicare Group Benefits & Insurance RFP** – Mr. Pearce stated that the committee recommended approval of this item. The vote in favor was unanimous.

**An Ordinance Authorizing the issuance and sale of General Obligation Refunding Bonds, in one or more series, with appropriate series designations, in an aggregate amount sufficient to refund certain maturities of outstanding bonds of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the other bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto [FIRST READING]** – Mr. Washington moved, seconded by Ms. Hutchinson, to approve this item. The vote was in favor.

**An Ordinance Authorizing the issuance and sale of Sewer System General Obligation Refunding Bonds, with an appropriate series designation, in an amount sufficient to refund certain maturities of outstanding bonds of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; other matters relating thereto [FIRST READING]** – Mr. Washington moved, seconded by Mr. Manning, to approve this item. The vote was in favor.

## REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

### Pass Through Grants:

- a. Project P—SC Energy Office Clean Green Investment Incentives
- b. Project P—SC Department of Commerce Closing Grant Fund
- c. Project Cyrus—SC Department of Commerce Closing Grant Fund



**RICHLAND COUNTY COUNCIL  
REGULAR SESSION AGENDA**

**NOVEMBER 13, 2012  
6:00 PM**

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

**INVOCATION                        THE HONORABLE VALERIE HUTCHINSON**

**PLEDGE OF ALLEGIANCE            THE HONORABLE VALERIE HUTCHINSON**

**Approval Of Minutes**

1. Regular Session: October 16, 2012 [PAGES 8-19]
2. Zoning Public Hearing: October 23, 2012 [PAGES 20-23]

**Adoption Of The Agenda**

**Report Of The Attorney For Executive Session Items**

3. a. Palmetto Utilities Update
- b. Landfill Contractual Matter [PAGES 25-32]
- c. Personnel Matter
- d. SOB Update
- e. Legal Advice - Elections

**Citizen's Input**

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

**Report Of The County Administrator**

5. a. Transportation Penny Update

18. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-176, Landscaping Standards; Subsection (J), Protection of Existing Trees During Development; Paragraph (3), Exemption - Protection; so as to remove buffer and BMP requirements for forestry activities **[SECOND READING] [PAGES 110-112]**
19. General Obligation Bonds for the Richland County Recreation Commission **[PAGES 113-126]**
20. Changes to Employee Handbook - Promotion Probation **[PAGES 127-129]**
21. Santee Wateree Transit Authority Motion and COG Transit Analysis **[PAGES 130-139]**
22. IT Server Room HVAC Upgrade **[PAGES 140-144]**
23. Ridgewood Monticello Road Streetscape Project (Bid Award Approval and Commercial Lighting Fee Increase) **[PAGES 145-157]**
24. Broad River Road Corridor Lighting Project **[PAGES 158-169]**
25. An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to add a Full-Time Paralegal position in the Public Defender's Office **[FIRST READING] [PAGES 170-175]**
26. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article X, Subdivision Regulations; Section 26-224, Certain Subdivisions Exempt from Road Standards; so as to delete the requirement of county review fees **[FIRST READING] [PAGES 176-181]**
27. Develop a Master Plan for the Olympia Neighborhood **[TO TABLE] [PAGES 182-186]**
28. Council Members to Review the Comprehensive Plan's Current and Future Land Use Maps **[RECEIVE AS INFORMATION] [PAGES 187-189]**
29. Water Line Installation on Larger Street **[PAGES 190-193]**
30. Broad River Sewer Monthly User Fee **[TO TABLE] [PAGES 194-207]**
31. An Ordinance Authorizing a Quit-Claim Deed to Mary Tyler Robinson for an unnamed road shown on a plat in Plat Book "13" at Page 147 and recorded in the Richland County Register of Deeds; and being further described as Richland County TMS# 07313-07-01 **[FIRST READING] [PAGES 208-222]**
32. An Ordinance Authorizing a Utility Easement/Right-of-Way to South Carolina Electric & Gas Company on property identified as TMS# 15209-01-04, also known as 218 McNulty Street **[FIRST READING] [PAGES 223-236]**

### **Third Reading Items**

33. An Ordinance Authorizing the issuance and sale of not to exceed \$9,000,000 Fire Protection

# Richland County Council Request of Action

## **Subject**

Ridgewood Monticello Road Streetscape Project (Bid Award Approval and Commercial Lighting Fee Increase) [**PAGES 145-157**]

## **Notes**

October 23, 2012 - The Committee recommended that Council approve the award of contract in the amount of \$315,815.20 to Cherokee Construction for the Monticello Road Streetscape project (Phase I of II). The Committee also recommended Council approve the revised lighting fee agreement between SCE&G and Richland County, contingent upon the requested revisions by the Legal Department being resolved.

## Richland County Council Request of Action

**Subject:** Ridgewood Monticello Road Streetscape Project (Bid Award Approval  
And Commercial Lighting Fee Increase)

### **A. Purpose**

County Council is requested to approve two items related to the Ridgewood Monticello Road Streetscape Project. Approval is requested for the bid to be awarded to Cherokee Construction and to approve changes to the lighting agreement made by South Carolina Electric & Gas (SCE&G).

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

The Ridgewood Monticello Road Streetscape design is focused on repair of existing infrastructure, safety and beautification. There are residents, businesses, schools and churches directly impacted by the project. The community is located immediately south of Interstate 20 at Monticello Road near the Exit 68 interchange (see map). Updates to this area are reflective of the 2004 Council-approved Ridgewood Master Plan.

County Council is requested to approve two items related to the Ridgewood Monticello Road Streetscape Project.

1. Approval is requested for the Phase I (of II) bid to be awarded to Cherokee Construction. This vendor was vetted through the County's Procurement Department and determined to be the lowest, responsible, responsive bidder at \$315,815.20 for Phase I of the Ridgewood Monticello Road Streetscape Project. This project will be bid and constructed in two phases. Initially, the Monticello Road Streetscape Project was estimated to cost \$500,000. (The entire project (Phase I and II) was estimated by BP Barber to cost \$500,000. At this time we have a bid for Phase I. Phase I is approximately 75% of the project.) The construction will be phased over 2 years (FY's 2012-2013). This plan of action was chosen due to the availability of CDBG funding. Richland County Community Development has allocated Community Development Block Grant (CDBG) funds for Phase I of construction.

Phase I consists of the demolition of 5219 Ridgeway St; replacement of 1,818 SF retainer wall; construction of sidewalk and curb ramp; creation of detectable warning surfaces including cross walks and stamped asphalt at 3 intersections; construction of a pocket park and installation of a shelter at bus stop. Phase I is expected to take 120 days to complete.

2. County Council is also requested to approve changes made to the lighting agreement to include a fee increase for 30 decorative streetlights (Phase I) along Monticello Road commercial corridor and a one-time installation charge of \$3,200.

Please note that on March 16, 2010 Council approved a 10 year Lease Agreement for lighting for this project with SCE&G. The overall project had several delays and now the project is proceeding again. (For more than a year, staff was negotiating acquisitions of two properties needed for project construction. The project was also delayed by end of County's fiscal year.)

The original 2010 Terms of the Agreement with SCE&G were negotiated by Richland County Legal Department and SCE&G Legal before approval by Council. In March 2010, there were two five-year Agreements that would run consecutively for the installation and maintenance of 45 lights. Those agreements were not executed due to project construction delays.

Because two years have passed since Council’s initial approval of the agreement, the 2 five-year agreements have been replaced by a ten year agreement. The new agreement reflects that the total number of lights is 45. Lighting under Phase I construction was increased from 28 to 30 lights. In addition, there is now an up-front, one-time installation charge of \$3,200, which can be paid by CDBG funds. Also, there is a rate increase for lights from a monthly charge of \$25.33 per light to \$26.16 per light (30 lights total in Phase I) and the fee for early termination increased. If Richland County decided to terminate the agreement prior to the fifth year of service, there would be termination penalty. No other changes have been made to the agreement.

A comparative table reflecting changes over this two year period are found in the following table:

2009/2010 Phase 1 Agreement	2012 Phase 1 Agreement
Contract was for 28 Lights/Poles	Contract is for 30 Lights/Poles
The monthly lease rate for each light/pole was \$25.33	The current monthly lease rate for each light/pole is \$26.16
The was no required up-front installation charge	We now will require an up-front installation charge of \$3,200.00
The termination value at 5 years was \$40,660.32	The current termination value at 5 years is now \$41,581.24
Total Annual Budget \$8,510.88	Total Annual Budget \$9,417.60

The new agreement will be effective when signed by both parties for a period of 10 years and must be signed prior to installation of lighting. Richland County will need to sign the Agreement (attached) for Phase I lighting and Richland County will only be charged for lights as they are installed and operational. Language highlighted in yellow indicate document changes. A separate agreement will be presented to Council at a later date for Phase II which includes 15 lights, of which eight (8) are in the County. The City of Columbia has agreed to fund a portion of the Phase II construction, once we begin to reach the end of Phase I. (We have a letter of financial commitment from the City Manager. Community Development staff has been instructed to create an MOU for Phase II, which is forthcoming.)

**C. Legislative / Chronological History**

March 16, 2010 – Council approved the SCE&G lighting agreement and agreed to pay for leasing fees and maintenance of the lighting for a total of 10 years with Neighborhood Improvement Program funds.

March 20, 2012 – Council approved the acquisition of two properties for this project along Monticello Road. The funds to pay for the acquisition will come from CDBG funding.

**D. Financial Impact**

The financial impact to the Community Development Department for Phase I of the Monticello Road Streetscape Project for acquisition, construction (\$315,815.20), and lights installation (\$3,200) is \$319,015.20. CDBG grant funds have been reserved for this purpose.

The financial impact to the Neighborhood Improvement Program to lease 30 underground, decorative lights along Monticello Rd for 10 years is \$94,176.00. The annual cost will be \$9,417.60 or \$784.80 per month. Please note that SCE&G Lighting Rates are subject to change within this ten year period. By signing SCE&G's 10 Year Lighting Agreement, Richland County will be responsible for the monthly lease for 10 years at a minimum. Neighborhood Improvement Program (NIP) funds will be used to pay for service and maintenance.

\*\*See attached SCE&G rate schedule and written agreements.

**Ridgewood Monticello Road Streetscape Project**

Streetscape Construction (FY 2011 & 2012 CDBG)	\$315,815.20
Light Installation Fee (FY 2011 & 2012 CDBG)	\$ 3,200.00
Ten year lighting service and maintenance (*Neighborhood Improvement Program)	<u>\$ 94,176.00*</u>
<b>TOTAL</b>	<b>\$413,191.20</b>

*Note: Projected cost for Phase II construction is \$234,184.80 and \$47,088 for installation, service and maintenance of 15 Lights. Phase II construction will be funded using CDBG and the City of Columbia has committed \$71,000 for Phase II construction.*

**E. Alternatives**

- Approve the bid of \$315,815.20 to be awarded to Cherokee Construction for Monticello Road Streetscape construction (Phase I). Approve the revised lighting agreement between SCE&G and Richland County. The cost to the County will provide the power service fee and maintenance fees for a total of 10 years.
- Approve the bid of \$315,815.20 to be awarded to Cherokee Construction for Monticello Road Streetscape construction (Phase I). Do not approve the revised SCE&G lease agreement. The County would install lights privately at an estimated cost of \$150,000-175,000 with the County paying for maintenance and paying SCE&G for electrical power only.
- Approve neither the bid award to Cherokee Construction nor the revised lighting lease agreement with SCE&G. The Monticello Road Streetscape Design would not continue.

**F. Recommendation**

It is recommended that Council approve the bid of \$315,815.20 to be awarded to Cherokee Construction for Monticello Road Streetscape construction (Phase I). It is also recommended that Council also approve the revised lighting fee agreement between SCE&G and Richland County.

Recommended by: <u>Valeria Jackson, Director</u>	Department: <u>Community Development</u>	Date: <u>October 4, 2012</u>
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## G. Reviews

### Finance

Reviewed by: Daniel Driggers

Date: 10/15/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Procurement

Reviewed by: Rodolfo Callwood

Date: 10/15/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Grants

Reviewed by: Sara Salley

Date: 10/15/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval as this project is included in the Ridgewood Master Plan and can utilize CDBG grant funds.

### Planning

Reviewed by: Tracy Hegler

Date: 10/15/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Legal

Reviewed by: Elizabeth McLean

Date: 10/16/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion; however, ARTICLE VII (Term), ARTICLE IV (Early Termination Charge), and EXHIBIT A are not totally consistent as to the early termination charge. The language should be cleaned up.

### Administration

Reviewed by: Sparty Hammett

Date: 10/16/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval to award Cherokee Construction the Monticello Road Streetscape construction project (Phase I) using CDBG funds. It is also recommended that Council approve the revised lighting fee agreement between SCE&G and Richland County. As indicated by Ms. McLean, the language regarding early termination should be revised.

**AGREEMENT COVERING AREA LIGHTING**

**RICHLAND COUNTY  
PHASE 1  
MONTICELLO ROAD STREETScape  
RIDGWAY STREET TO KNIGHTNER STREET  
COLUMBIA, SOUTH CAROLINA 29203**

THIS AGREEMENT is entered into and effective this 14<sup>th</sup> day of September, 2012, by and between "Customer", **Richland County** and South Carolina Electric & Gas Company, "Company".

In consideration of the mutual covenants and agreements herein contained, the same to be well and truly kept and performed, the sums of money to be paid, and the services to be rendered, the parties hereto covenant and agree with each other as follows, namely:

**ARTICLE I**

LIGHTING SERVICE: Company shall provide lighting service from dusk (one half (1/2) hour after sunset) to dawn (one half (1/2) hour before sunrise) each night during the Agreement period for a total of approximately four thousand (4000) hours of lighting per year. Customer agrees that lighting provided is ornamental in nature and is not designed for security or public safety. Company does not guarantee lighting level for security or public safety purposes. Customer agrees that lighting is not designed in accordance with the Illuminating Engineering Society (IES) recommended maintained luminance and illumination values for roadways and area lighting.

**ARTICLE II**

RATE: Customer shall be billed in accordance with Company's "Underground Street Lighting" Rate 18, attached hereto and incorporated herein by reference which is currently \$26.16 per luminaire and pole per month, based on the current rate. Customer's current monthly lighting charges for this project will total \$784.80 plus S.C. sales tax and all other applicable fees. This rate is subject to change upon periodic review by the South Carolina Public Service Commission (PSC), in the manner prescribed by law. Additionally, this Agreement and all services rendered hereunder are subject to Company's "General Terms and Conditions" as approved by the Commission as they may now exist or may be amended in the future. The "General Terms and Conditions" as they currently exist are made a part of this Agreement as attached.

Rate	Item	Cost	Qty	Total
18	150 watt high pressure sodium Acorn-Style Luminaire	\$16.86	30	\$505.80
18	17' black fiberglass pole	\$9.30	30	\$279.00
			<b>Total</b>	<b>\$784.80</b>

**ARTICLE III**

AID-TO-CONSTRUCTION: Customer has requested and Company has agreed to install facilities. The installation cost requires an aid to construction in the amount of \$3,200.00 to be paid by Customer to Company prior to installation. Customer agrees to provide and install all two (2) inch schedule 40 gray electrical PVC lighting conduit to Company specification. Company shall assume no responsibility for repairs to or replacement of damaged conduit.

## ARTICLE IV

INSTALLATION AND MAINTENANCE: Customer is responsible for locating and marking all facilities (irrigation, water, sewer, drainage, etc.) in areas where digging will take place if not part of the Palmetto Utility Protection Service (PUPS). Company is not responsible for any damage to Customer owned utilities such as irrigation, sewer, cable, water taps, etc. that have not been located or have been mis-located. Customer is responsible for obtaining all applicable authorizations and permissions from any governmental entities related to luminaires, poles, and/or related equipment. Customer is also responsible for compliance with, and informing Company of, any governmental ordinances as they may relate to lighting. Customer is responsible for and will pay to Company any and all costs associated with the removal, relocation or exchange of luminaires, poles and/or related equipment that are determined to be non-compliant by governmental entities. Company agrees to provide and install underground wiring and appurtenances for thirty (30) 150 watt high pressure sodium Acorn-Style luminaires mounted on thirty (30) 17' black fiberglass poles. This lighting installation will be located along Monticello Road from Ridgeway Street to Knightner Street (southern intersection) on the east side of Monticello Road, and from Knightner Street (southern intersection) to Knightner Street (northern intersection) on both sides of Monticello Road located in Columbia, South Carolina. The delivery voltage to these fixtures shall be 120v. At all times, Company will maintain ownership of luminaires and poles. Customer must notify Company of any non-functioning or mal-functioning luminaires. Company will not be responsible for any landscape or pavement replacement that may be necessary as a result of the Company installing the lighting facility or any landscape or pavement replacement that may be necessary as a result of the Company performing maintenance on the lighting facility. Customer will maintain a reasonable working distance around luminaires and poles.

\_\_\_\_\_  
Customer Initial/Date

## ARTICLE V

REPLACEMENT AND MAINTENANCE - ORDINARY: Company shall perform all ordinary replacement and maintenance on the equipment and appurtenances. This shall include the replacement of lamps, photocells, conductor, and conduit and electrical connections. The replacement lamps shall be limited to Company's standard 150 watt high pressure sodium and the replacement photocells shall be limited to Company's standard twist-lock photocell. Non-standard equipment replacement may be delayed until such equipment can be ordered and delivered to Company, as non-standard equipment is not kept in Company inventory. Company shall retain ownership of these facilities located on Customer's premises. If Customer elects, for any reason, to require removal or relocation of Company facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation. If action is taken by a governmental entity that requires the removal or relocation of Company's facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation.

## ARTICLE VI

REPLACEMENT AND MAINTENANCE - EXTRAORDINARY: Company is responsible for the replacement and maintenance of extraordinary equipment and appurtenances, which shall include the replacement of the luminaires and poles and other associated equipment due to normal wear and tear. In the event of accidental damage or vandalism, Company shall bill Customer and hold Customer responsible for all extraordinary replacement and maintenance work that is not recovered by Company from third parties tortfeasors. If Customer elects, for any reason, to require removal or

relocation of Company facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation. If action is taken by a governmental entity that requires the removal or relocation of Company's facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation.

## **ARTICLE VII**

**TERM:** This Agreement shall continue for the full initial term of five (5) years ("Initial Term"). Thirty (30) days prior to the end of the Initial Term, Customer shall notify Company in writing whether or not it intends to let the Agreement term expire or extend the Agreement term for an additional five (5) year period ("Extension Term"). Customer may terminate (or after the completion of the Initial Term, choose not to extend for the Extension Term) this Agreement at the end of any year in either the Initial Term or the Extension Term, in which case Customer will be liable for a payment in the amount specified on Exhibit A. Following completion of the Extension Term, this Agreement shall continue thereafter from year to year until terminated by at least thirty (30) days prior written notice by either Party to the other of its intention to terminate. In the event of a termination after both the Initial Term and the Extension Term (a total of ten years), no payment arising as a result of the termination shall be due from the Customer.

## **ARTICLE VIII**

**TERMINATION FOR DEFAULT BY CUSTOMER:** The occurrence of any one or more of the following events by Customer shall constitute a default by Customer: 1) bankruptcy; 2) non-payment; 3) dissolution of business entity; 4) discontinuation of access; or 5) unauthorized modification of equipment. In the event of default, Company reserves the right to terminate this Agreement. Should Customer terminate prior to the end of the initial term of this Agreement, an early termination charge outlined in Article IX shall apply.

## **ARTICLE IX**

**EARLY TERMINATION CHARGE:** Should Customer terminate this Agreement for any reason, either during the initial term or any extension thereof, unless waived as provided for herein, Customer shall pay to Company a termination charge excluding fuel for the remainder of the contract term; plus the sum of the original cost of the installed equipment, less accumulated depreciation through the effective termination date, plus removal and disposal costs, plus environmental remediation costs, less any applicable salvage values, the total cost of which shall not be less than zero. Company may waive a portion or all of the termination charge where (1) a successor agreement is executed prior to termination of this Agreement, (2) Customer is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and contract for substantially the same service facilities, or (3) the facilities for serving have been fully depreciated.

## **ARTICLE X**

**LIMITATION OF LIABILITY:** THE PARTIES AGREE, AS AN ESSENTIAL CONDITION OF THIS AGREEMENT, THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY AS A RESULT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES EXCEPT TO THE EXTENT OF COMPANY'S NEGLIGENCE.

IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE LIABILITY OF COMPANY SHALL IN NO EVENT EXCEED THE MAXIMUM

AMOUNT THAT THE COUNTY COULD BE LIABLE TO A THIRD PARTY UNDER THE SOUTH CAROLINA TORT CLAIMS ACT, WHICH AMOUNT IS CURRENTLY THREE HOUNDRED THOUSAND DOLLARS (\$300,000).

#### **ARTICLE XI**

WARRANTIES: COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY EXPLICITLY DISCLAIMS ANY WARRANTY REGARDNG THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES REGARDING THE SUITABILITY, PRACTICALITY, VIABILITY, OR FUNCTIONALITY OF THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, EXCEPT AS SPECIFICALLY STATED HEREIN. COMPANY SPECIFICALLY DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL INCREASE SAFETY OR REDUCE THE POSSIBILITY OF CRIMINAL ACTIVITY. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

#### **ARTICLE XII**

RIGHT OF WAY: Customer hereby grants Company free access and right of way to maintain install and remove any and all luminaires, poles, conductors and other appurtenances associated with the lighting facilities contained within this Agreement.

#### **ARTICLE XIII**

CUSTOMER MODIFICATIONS: No modifications to luminaires, poles or related equipment may be made by Customer without prior written approval from Company. Company assumes no liability if luminaires, poles or related equipment are modified in any manner by Customer.

#### **ARTICLE XIV**

ASSIGNMENT: No assignment of this Agreement, in whole or in part by Customer, will be made without the prior written consent of Company, which consent will not be unreasonably withheld or delayed.

#### **ARTICLE XV**

AMENDMENT: This Agreement may not be amended except by written agreement signed by an authorized representative of each Party.

#### **ARTICLE XVI**

REPRESENTATION: Each Party to the Agreement represents and warrants that it has full and complete authority to enter into and perform its respective obligations under this Agreement. Any person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such represented Party shall be bound thereby.

#### **ARTICLE XVII**

COVENANTS: This Agreement is an entire contract, each stipulation thereto being a part of the consideration for every other, and the terms, covenants, and conditions thereof inure to the benefit of and bind the successors and assigns of each of the parties hereto, as well as the parties themselves.

**ARTICLE XVIII**

ENTIRE UNDERSTANDING: This Agreement contains the entire understanding of the Parties and supersedes all prior oral or written representation(s) concerning the subject matter hereof.

**RICHLAND COUNTY**

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

(Print  
Name): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SOUTH CAROLINA ELECTRIC & GAS COMPANY**

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

(Print Name): Daniel F. Kassis

Title: Vice President of Customer Service

Date: \_\_\_\_\_

**RATE 18**

**UNDERGROUND  
STREET LIGHTING**  
(Page 1 of 2)

**AVAILABILITY**

This rate is available to customers, including municipal customers, using the Company's electric service for street and area lighting served from existing underground distribution facilities.

**APPLICABILITY**

Applicable only to outdoor lighting high intensity discharge fixtures, either high pressure sodium (HPS), or metal halide (MH), and with poles conforming to Company specifications. Services will be rendered only at locations that, solely in the opinion of the Company, are readily accessible for maintenance. If the Company is required to install light fixtures on poles other than those described herein, the Company will determine in each case the amount and form of payment required.

**RATE PER LUMINARIES**

SIZE AND DESCRIPTION			Lamp Charges per Month	kWh per Month
9,000 Lumens	(MH) (100W)	(Acorn, Round, or Octagonal Style)*	\$ 16.49	41
15,000 Lumens	(HPS) (150W)	(Acorn, Round, or Octagonal Style)*	\$ 16.86	62
9,000 Lumens	(MH) (100W)	(Traditional)	\$ 12.12	37
15,000 Lumens	(HPS) (150W)	(Traditional)	\$ 12.55	62
9,000 Lumens	(MH) (100W)	(Shepherd)	\$ 25.06	41
15,000 Lumens	(HPS) (150W)	(Shepherd)	\$ 26.81	62
42,600 Lumens	(MH) (400W)	Hatbox	\$ 32.18	159
50,000 Lumens	(HPS) (400W)	Hatbox	\$ 30.97	158
110,000 Lumens	(MH) (1000W)	Hatbox	\$ 49.82	359
140,000 Lumens	(HPS) (1000W)	Hatbox	\$ 45.50	368
30,000 Lumens	(MH) (320W)	Shoebox Type	\$ 26.62	123
45,000 Lumens	(HPS) (400W)	Shoebox Type	\$ 23.12	158
30,000 Lumens	(MH) (320W)	Cobra Flex	\$ 30.74	120
50,000 Lumens	(HPS) (400W)	Cobra Flex	\$ 30.80	152

**The following fixtures are available for new installations only to maintain pattern sensitive areas:**

9,000 Lumens	(MH) (100W)	(Modern)	\$ 12.12	37
15,000 Lumens	(HPS) (150W)	(Modern)	\$ 12.55	62
9,000 Lumens	(MH) (100W)	(Classic)	\$ 15.90	37
15,000 Lumens	(HPS) (150W)	(Classic)	\$ 16.76	62

Effective January 2009, selected existing light sets will no longer be available for new installations. Replacement light sets will only be available until inventory is depleted and will be replaced on a first-come, first-served basis. Affected lights are as follows:

7,500 Lumens	(MV) (175W)	(Acorn, Round, or Octagonal Style)*	\$ 16.18	69
7,500 Lumens	(MV) (175W)	(Traditional)	\$ 12.05	69
7,500 Lumens	(MV) (175W)	(Shepherd)	\$ 23.52	69
7,500 Lumens	(MV) (175W)	(Modern)	\$ 12.05	69
7,500 Lumens	(MV) (175W)	(Classic)	\$ 16.07	69
10,000 Lumens	(MV) (250W)	(Acorn, Round, or Octagonal Style)*	\$ 17.69	95
20,000 Lumens	(MV) (400W)	Shoebox Type	\$ 21.44	159
36,000 Lumens	(MH) (400W)	Hatbox	\$ 32.37	159
40,000 Lumens	(MH) (400W)	Shoebox Type	\$ 28.47	159

**RATE PER POLE**

15' Aluminum Shepherd's Crook / Direct Buried (Mounted Height)	\$ 26.75
15' Aluminum Shepherd's Crook / Base Mounted (Mounted Height)	\$ 34.40
12' Smooth/Fluted Aluminum (Mounted Height)	\$ 23.00
14' Smooth/Fluted Aluminum (Mounted Height)	\$ 23.65
17' Standard Fiberglass (Mounted Height)	\$ 9.30
42' Square Aluminum/Direct Buried (35' Mounted Height)	\$ 25.60
42' Round Aluminum/Direct Buried (35' Mounted Height)	\$ 25.60
35' Round Aluminum/Base Mounted (Add Base To Determine Mounted Height)	\$ 32.50
35' Square Aluminum/Base Mounted (Add Base To Determine Mounted Height)	\$ 35.50

**EXHIBIT A - Phase I**

9/14/2012

**Early Termination Charge Estimate**

**Project Name:** Phase I - Ridgewood Revitalization Project (Monticello Road Streetscape)

**Light Fixtures:** 150 W HPS Acorn 30 \$14.66

**Light Poles:** 17' Black Fiberglass Pole 30 \$9.30

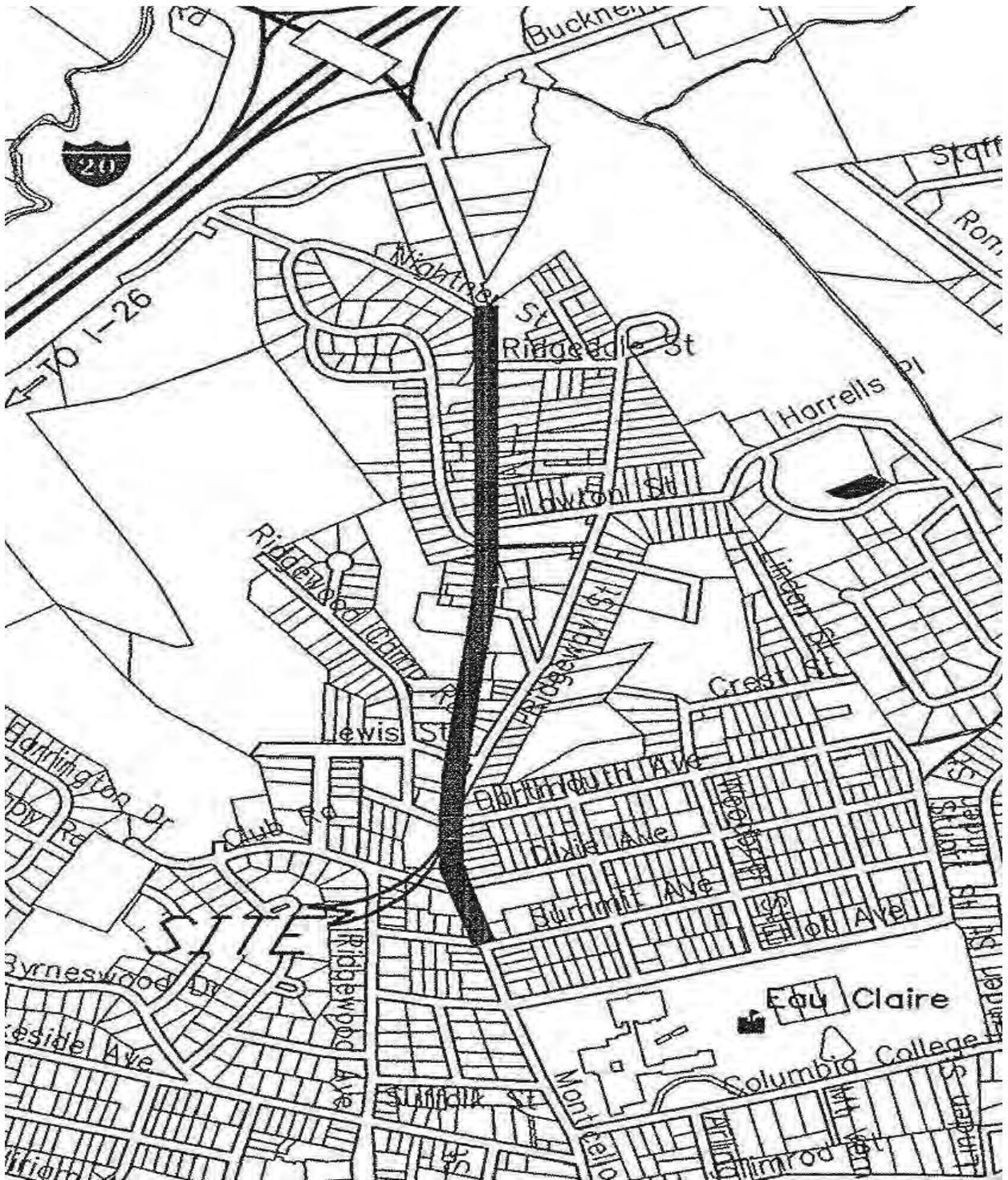
**Original Cost of Installed Equipment:** \$ 32,417.00

**Depreciation Rate:** 4.59%

**Annual Depreciation (Straight Line)** \$ 1,487.94

<u>Year</u>	<u>Months Remaining in Term</u>	<u>Original Cost Less Depreciation</u>	<u>Removal and Disposal</u>	<u>Salvage</u>	<u>Total Cancellation Fee</u>
1	120	\$ 32,417.00	\$ 18,116.00	\$ 3,000.00	\$ 47,533.00
2	108	\$ 30,929.06	\$ 18,116.00	\$ 3,000.00	\$ 46,045.06
3	96	\$ 29,441.12	\$ 18,116.00	\$ 3,000.00	\$ 44,557.12
4	84	\$ 27,953.18	\$ 18,116.00	\$ 3,000.00	\$ 43,069.18
5	72	\$ 26,465.24	\$ 18,116.00	\$ 3,000.00	\$ 41,581.24
6	60	\$ 24,977.30	\$ 18,116.00	\$ 3,000.00	\$ 40,093.30
7	48	\$ 23,489.36	\$ 18,116.00	\$ 3,000.00	\$ 38,605.36
8	36	\$ 22,001.42	\$ 18,116.00	\$ 3,000.00	\$ 37,117.42
9	24	\$ 20,513.48	\$ 18,116.00	\$ 3,000.00	\$ 35,629.48
10	12	\$ 19,025.54	\$ 18,116.00	\$ 3,000.00	\$ 34,141.54

# Ridgewood Monticello Road Streetscape Project Map



# Richland County Council Request of Action

## **Subject**

Broad River Road Corridor Lighting Project [PAGES 158-169]

## **Notes**

October 23, 2012 - The Committee recommended that Council approve the request to install the 33 lights within the Broad River Corridor and Community study area, contingent upon the offending language being removed from the lighting agreement.

# Richland County Council Request of Action

**Subject: Broad River Road Corridor Lighting Project**

## **A. Purpose**

County Council is requested to approve a five (5) year+ agreement with SCE&G for the installation and monthly maintenance of street lights along Broad River Road in the Broad River Road Corridor and Community Study area, from the Broad River Bridge to the Harbison State Forest. This would involve monthly installments of \$664.95 for thirty-three (33) lights.

## **B. Background / Discussion**

Richland County Council is being asked to approve the installation of thirty-three (33) 400 watt high pressure sodium Cobra head-style fixtures on six foot arms mounted to existing SCE&G electric poles in the Broad River Road Corridor and Community Master Plan area as a step towards implementation of the master plan. Installation of the 33 lights will require one (1) additional transformer to serve the lights.

A total of fifty-three (53) lights will actually be installed, but twenty (20) of those lights fall within the City of Columbia municipal boundaries. The City of Columbia is in the process of agreeing to provide funding for the twenty (20) lights and one (1) transformer that is within their municipal boundaries as a part of their lighting agreement with SCE&G. It is anticipated that City Council will approve the request in November.

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

Funding for the lighting in the Broad River Road Corridor in the amount of \$75,000 was approved and appropriated during FY 12 from the Planning and Development Services Department/Neighborhood Improvement Program Division budget. The FY 12 funds were rolled over to FY 13, as these funds were not used in FY 12; therefore, funding exists for this project.

## **D. Financial Impact**

The cost per year for the 33 lights is \$7,979.40. In addition, an upfront cost of \$800.00 is required to install the needed transformer for the Richland County-Broad River Road Streetscape project located along Broad River Road from Harbison Boulevard to Marley Drive.

Qty	Type of Luminaire	Rate	Lease Charges/Month
33	400 Watt High Pressure Sodium, 45,000 Lumens	26	\$ 20.15
Total Lease Charges Per Month			\$664.95

The total cost for the first five years under the proposed agreement with SCE&G would be \$40,697.00 (\$7,979.40 X 5 years + \$800 transformer). However, funds in the amount of \$75,000 for installation and monthly charges were appropriated during FY 12 (and rolled over

to FY 13) from the Planning and Development Services Department/Neighborhood Improvement Program Division budget.

This appropriation (\$75,000) is in excess of what is quoted in this contract (\$40,697.00 for 5 years, includes transformer), which means that the contract could be extended for an additional four years beyond the original term. The contract states that the contract will continue year to year after the first five years unless either Party gives written notice 30 days prior to the end of a term. (\$7,979.40 X 9 years + \$800 transformer = \$72,614.60; \$75,000 was budgeted for this project.)

**E. Alternatives**

1. Approve the request to install the needed lighting for the Broad River Road Corridor as a first step towards implementation of this Master Plan.
2. Do not approve the request to install lighting for the Broad River Road Corridor.

**F. Recommendation**

It is recommended that Council approve the request to install the 33 lights within the Broad River Road Corridor and Community Study area.

Recommended by: Tracy Hegler                      Department: Planning                      Date: October 1, 2012

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers                      Date: 10/11/12  
 Recommend Council approval                       Recommend Council denial  
Comments regarding recommendation: Recommendation based on previous Council approval of project, funding availability and Planning Director recommendation.

**Procurement**

Reviewed by: Rodolfo Callwood                      Date: 10/11/12  
 Recommend Council approval                       Recommend Council denial  
Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean                      Date: 10/17/12  
 Recommend Council approval                       Recommend Council denial  
Comments regarding recommendation: Policy decision left to Council's discretion; however, the County cannot indemnify or hold harmless a third party. The offending language has been removed from the attached contract.

**Administration**

Reviewed by: Sparty Hammett

Date: 10/18/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval, as indicated in the ROA, Council previously approved the lighting during the FY12 budget process.

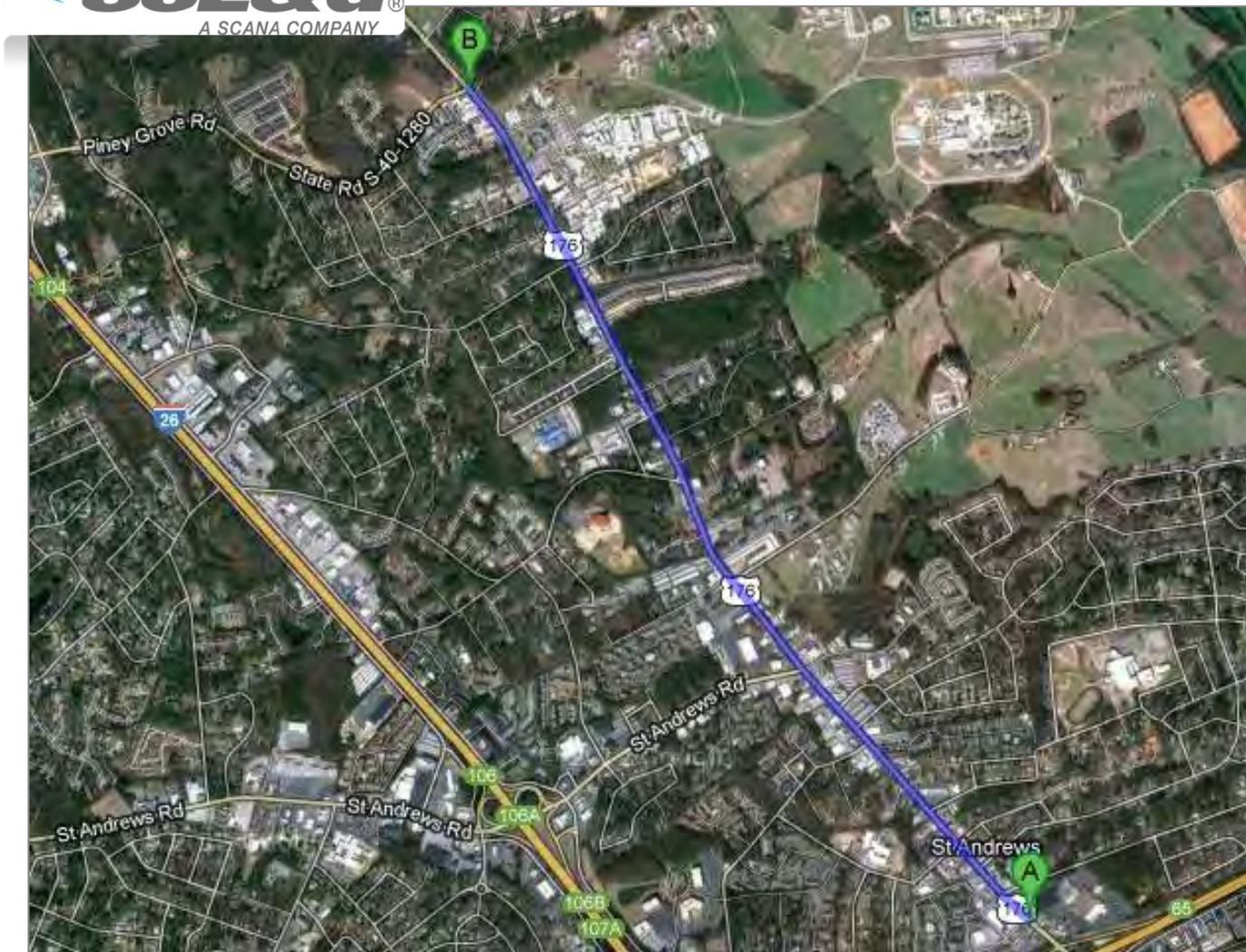


## Richland County Broad River Road Streetscape

### Broad River Road Streetscape

**Scope:** Street lighting from Briargate Cir/Marley Drive to Piney Grove Road.

**Proposal:** Installation of 53 Fixtures along the approximate 2.5



miles of Broad River Road.

**Description**

Install 53 – 400 watt high pressure sodium Cobrahead–style fixtures on six foot arms mounted on existing SCE&G electric poles

- 33 lights fall inside the Richland County municipal boundary and 20 lights fall inside the City of Columbia municipal boundary
- This installation will require one additional transformer to serve some of the lights and, therefore, this installation will require an up-front installation charge of \$800.00
- Requires a 5 year lighting agreement with Richland County
- All Lighting Rates are subject to any PSC-approved rate increases

**Total Charges**

- Up-front installation charge of \$800.00
- 33 Fixtures @ \$20.15 each per month = \$664.95 total per month

**Cobrahead Roadway Cutoff**

This cutoff-style cobrahead emanates useful light at lower angles for a precise distribution. Optics are computer-designed for maximum performance.



**WATTAGE/TYPE**

150 HPS 15,000 Lumens  
400 HPS 50,000 Lumens  
100 MH 9,000 Lumens  
320 MH 30,000 Lumens

**AREA OF ILLUMINATION**



# AGREEMENT FOR PRIVATE SECURITY LIGHTING SERVICE

**THIS AGREEMENT** made this 8<sup>th</sup> day of October, 2012 by and between South Carolina Electric & Gas Company, for itself, its successors and assigns hereinafter called "Company" and **Richland County – Broad River Road Streetscape** located along Broad River Road from Harbison Boulevard to Marley Drive in Columbia, South Carolina, hereinafter called "Customer".

It being agreed and understood that:

- EQUIPMENT:** Company will install and maintain standard light(s) and pole(s) as follows:

Qty	Type Luminaire(s)/Pole(s)	Rate	Lease Charges/Month
	100 Watt Metal Halide, 9,000 Lumens	26	\$
	150 Watt High Pressure Sodium, 15,000 Lumens	26	\$
	320 Watt Metal Halide, 30,000 Lumens	25	\$
33	400 Watt High Pressure Sodium, 45,000 Lumens	26	\$20.15
	30' Wooden Pole	26	\$
	35' Wooden Pole	26	\$
	25' Fiberglass Pole	26	\$
	Other:	X	\$
<b>TOTAL LEASE CHARGES PER MONTH:</b>			<b>\$664.95</b>

All charges are subject to S.C. sales tax and all other applicable fees. These charges are in accordance with Company's published rates. Company will retain ownership of facilities installed on Customer's premises.

- LIGHTING SERVICE:** Company shall provide lighting service from dusk (one half (1/2) hour after sunset) to dawn (one half (1/2) hour before sunrise) each night during the Agreement period for a total of approximately four thousand (4000) hours of lighting per year. Company does not guarantee lighting level for security or public safety purposes. Customer agrees that lighting is not designed in accordance with the Illuminating Engineering Society (IES) recommended maintained luminance and illumination values for roadways and area lighting.
- TERM:** The initial term of the Agreement is for five (5) years, beginning on the date service is established, and Agreement continues thereafter from year to year until terminated by at least thirty (30) days prior written notice by either Party to the other of its intention to terminate the Agreement, except as noted in Item 5 below.
- DEPOSIT:** Customer will make a deposit of \$0.00 before commencement of the lighting installation. Deposit will be refunded, together with any interest then due, less any monies owed for service, at the end of the Agreement term, provided Customer's payment history has been satisfactory. If the revenue due for the remainder of Agreement, at time of cancellation, is less than the termination charge, the smaller figure shall be applied. Company reserves the right to terminate this Agreement and remove the lighting facilities at any time at its sole discretion. In this event, no termination charge will be applied.
- EARLY TERMINATION CHARGE:** Customer requested cancellation of this Agreement prior to expiration of the initial Agreement term as noted in Item 3 above will result in an early termination charge of \$2,475.00. If the revenue due for the remainder of Agreement, at time of cancellation, is less than the termination charge, the smaller figure shall be applied. The occurrence of any one or more of the following events by Customer shall constitute a default by Customer: 1) bankruptcy; 2) non-payment; or 3) discontinuation of access. In the event of default by Customer, Company reserves the right to terminate this Agreement, upon written notice to Customer and the early termination charges shall apply. Company reserves the right to terminate this Agreement, for its convenience and due to no fault by Customer, and remove the lighting facilities, in which event no early termination charge shall be applied.
- RIGHT OF WAY:** Customer hereby grants Company free access and right of way to maintain, install and remove any and all luminaires, poles, conductors and appurtenances associated with the lighting facilities contained within this Agreement. If vegetation prevents access, Company may use reasonable means to remove vegetation to gain access.
- INSTALLATION AND MAINTENANCE:** Customer is responsible for locating and marking all facilities, (irrigation, water, sewer, drainage, etc.) in areas where digging will take place if not part of the Palmetto Utility Protection Service (PUPS). Company is not responsible for any damage to Customer owned utilities such as irrigation, sewer, cable, water taps, etc. that have not been located or have been mis-located. Customer is responsible for: 1) notification to Company of any non-functioning or mal-functioning luminaires; 2) obtaining all applicable governmental permissions; 3) compliance with any governmental ordinances; and 4) payment to Company any and all costs associated with

change-out of lighting fixtures associated with Customer's non-compliance noted above. Company shall perform all ordinary replacement and maintenance on the equipment and appurtenances, including replacement of Company's standard lamps, photocells, poles, fixtures, conductors, conduit and electrical connections due to normal wear and tear. In the event of accidental damage or vandalism, Company shall bill Customer and hold Customer

responsible for all replacement work that is not recovered by Company from third party tortfeasors. Company will not be responsible for any landscape or pavement replacement that may be necessary as a result of the Company installing the lighting facility or any landscape or pavement replacement that may be necessary as a result of the Company performing maintenance on the lighting facility. Customer will maintain a reasonable working distance around luminaires and poles.

Customer Initials/Date \_\_\_\_\_

8. **RELOCATION:** If Customer elects, for any reason, to require removal or relocation of Company facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation. If action is taken by a governmental entity that requires the removal or relocation of Company's facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation.
9. **RATES AND TERMS:** The Rates and Terms under this Agreement are in accordance with Company's published Rates and General Terms and Conditions which are incorporated herein by reference and are available upon request. Rates and Terms are subject to change at any time by the South Carolina Public Service Commission in the manner prescribed by law.
10. **LIMITATION OF LIABILITY:** THE PARTIES AGREE, AS AN ESSENTIAL CONDITION OF THIS AGREEMENT, THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY AS A RESULT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES EXCEPT TO THE EXTENT OF COMPANY'S NEGLIGENCE. ~~CUSTOMER AGREES TO INDEMNIFY COMPANY IN THE EVENT THAT A THIRD PARTY SHOULD BRING A CLAIM AGAINST COMPANY ARISING OUT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES.~~

IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE LIABILITY OF COMPANY SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO COMPANY DURING THE TWELVE MONTHS PRECEEDING THE EVENT WHICH GIVES RISE TO THE UNDERLYING CLAIM.

11. **WARRANTIES:** COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY EXPLICITLY DISCLAIMS ANY WARRANTY REGARDING THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES REGARDING THE SUITABILITY, PRACTICALITY, VIABILITY, OR FUNCTIONALITY OF THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, EXCEPT AS SPECIFICALLY STATED HEREIN. COMPANY SPECIFICALLY DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL INCREASE SAFETY OR REDUCE THE POSSIBILITY OF CRIMINAL ACTIVITY. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

**OTHER CONSIDERATIONS:** Deposit waived – Left in as Termination Charge. Contribution in Aid to Construction of \$800.00 is required for this installation and to be paid prior to installation.

\_\_\_\_\_  
**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in two identical counterparts each having the same legal significance as the other.

**SOUTH CAROLINA ELECTRIC & GAS COMPANY**

**RICHLAND COUNTY**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: Daniel F. Kassis \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TITLE: Vice President of Customer Service \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

ACCOUNT NO: \_\_\_\_\_

**RATE 26**

**OVERHEAD PRIVATE  
STREET LIGHTING**

**AVAILABILITY**

This rate is available to customers using the Company's electric service for overhead street lighting.

**RATE**

All night street lighting service where fixtures are mounted on Company's existing standard wooden poles which are a part of Company's distribution system will be charged for at the following rates:

	<b>SIZE AND DESCRIPTION</b>	<b>Lamp Charges per Month</b>	<b>kWh per Month</b>
9,000	Lumens (MH) (100W) Closed Type	\$ 10.36	37
15,000	Lumens (HPS) (150W) Open Type	\$ 10.64	57
15,000	Lumens (HPS) (150W) Closed Type	\$ 12.06	62
30,000	Lumens (MH) (320W) Closed Type	\$ 18.64	123
50,000	Lumens (HPS) (400W) Closed Type	\$ 20.15	158

The following fixtures are available for new installations only to maintain pattern sensitive areas:

9,500	Lumens (HPS) (100W) Open Type	\$ 10.59	38
9,500	Lumens (HPS) (100W) Closed Type	\$ 10.59	38
15,000	Lumens (HPS) (150W) Open Type - Retrofit	\$ 10.64	63
27,500	Lumens (HPS) (250W) Closed Type	\$ 17.41	102
45,000	Lumens (HPS) (360W) Closed Type - Retrofit	\$ 19.75	164

Effective January 2009, selected existing light sets will no longer be available for new installations. Replacement light sets will only be available until inventory is depleted and will be replaced on a first-come, first-served basis. Affected lights are as follows:

7,500	Lumens (Mercury) (175W) Open Type	\$ 9.82	69
7,500	Lumens (Mercury) (175W) Closed Type	\$ 12.07	69
10,000	Lumens (Mercury) (250W) Open Type	\$ 14.79	95
20,000	Lumens (Mercury) (400W) Closed Type	\$ 18.69	159

<b>Cost per month for each additional pole:</b>					
	25'	30'	35'	40'	45'
(Fiberglass)	\$9.95	\$4.65	\$5.10	\$6.50	\$7.75

**MINIMUM CHARGE**

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

**ADJUSTMENT FOR FUEL AND VARIABLE ENVIRONMENTAL COSTS**

Fuel costs of \$.03541 per kWh are included in the monthly lamp charge and are subject to adjustment by the Public Service Commission of South Carolina.

**STORM DAMAGE COMPONENT**

Inclusion of a storm damage component has been indefinitely suspended until further order of the Public Service Commission of South Carolina.

**SALES AND FRANCHISE TAX**

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

**PAYMENT TERMS**

All bills are net and payable when rendered.

**TERM OF CONTRACT**

The initial term of this contract shall be for a period of five (5) years and, thereafter, for like periods until terminated by either party on thirty days' written notice, but the Company may require a contract of initial term up to ten (10) years and may require an advance deposit not to exceed one half of the estimated revenue for the term of the initial contract. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

**SPECIAL PROVISIONS**

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

**GENERAL TERMS AND CONDITIONS**

The Company's General Terms and Conditions are incorporated by reference and are a part of this rate schedule.

# AGREEMENT FOR PRIVATE SECURITY LIGHTING SERVICE

**THIS AGREEMENT** made this 8<sup>th</sup> day of October, 2012 by and between South Carolina Electric & Gas Company, for itself, its successors and assigns hereinafter called "Company" and **Richland County – Broad River Road Streetscape** located along Broad River Road from Harbison Boulevard to Marley Drive in Columbia, South Carolina, hereinafter called "Customer".

It being agreed and understood that:

1. **EQUIPMENT:** Company will install and maintain standard light(s) and pole(s) as follows:

Qty	Type Luminaire(s)/Pole(s)	Rate	Lease Charges/Month
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	320 Watt Metal Halide, 30,000 Lumens	25	\$
33	400 Watt High Pressure Sodium, 45,000 Lumens	26	\$20.15
	30' Wooden Pole	26	\$
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	Other:	X	\$
<b>TOTAL LEASE CHARGES PER MONTH:</b>			<b>\$664.95</b>

All charges are subject to S.C. sales tax and all other applicable fees. These charges are in accordance with Company's published rates. Company will retain ownership of facilities installed on Customer's premises.

2. **LIGHTING SERVICE:** Company shall provide lighting service from dusk (one half (1/2) hour after sunset) to dawn (one half (1/2) hour before sunrise) each night during the Agreement period for a total of approximately four thousand (4000) hours of lighting per year. Company does not guarantee lighting level for security or public safety purposes. Customer agrees that lighting is not designed in accordance with the Illuminating Engineering Society (IES) recommended maintained luminance and illumination values for roadways and area lighting.
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5. **EARLY TERMINATION CHARGE:** Customer requested cancellation of this Agreement prior to expiration of the initial Agreement term as noted in Item 3 above will result in an early termination charge of \$2,475.00. If the revenue due for the remainder of Agreement, at time of cancellation, is less than the termination charge, the smaller figure shall be applied. The occurrence of any one or more of the following events by Customer shall constitute a default by Customer: 1) bankruptcy; 2) non-payment; or 3) discontinuation of access. In the event of default by Customer, Company reserves the right to terminate this Agreement, upon written notice to Customer and the early termination charges shall apply. Company reserves the right to terminate this Agreement, for its convenience and due to no fault by Customer, and remove the lighting facilities, in which event no early termination charge shall be applied.
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7. **INSTALLATION AND MAINTENANCE:** Customer is responsible for locating and marking all facilities, (irrigation, water, sewer, drainage, etc.) in areas where digging will take place if not part of the Palmetto Utility Protection Service (PUPS). Company is not responsible for any damage to Customer owned utilities such as irrigation, sewer, cable, water taps, etc. that have not been located or have been mis-located. Customer is responsible for: 1) notification to Company of any non-functioning or mal-functioning luminaires; 2) obtaining all applicable governmental permissions; 3) compliance with any governmental ordinances; and 4) payment to Company any and all costs associated with change-out of lighting fixtures associated with Customer's non-compliance noted above. Company shall perform all ordinary replacement and maintenance on the equipment and appurtenances, including replacement of Company's standard lamps, photocells, poles, fixtures, conductors, conduit and electrical connections due to normal wear and tear. In the event of accidental damage or vandalism, Company shall bill Customer and hold Customer

responsible for all replacement work that is not recovered by Company from third party tortfeasors. Company will not be responsible for any landscape or pavement replacement that may be necessary as a result of the Company installing the lighting facility or any landscape or pavement replacement that may be necessary as a result of the Company performing maintenance on the lighting facility. Customer will maintain a reasonable working distance around luminaires and poles.

Customer Initials/Date

- 8. **RELOCATION:** If Customer elects, for any reason, to require removal or relocation of Company facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation. If action is taken by a governmental entity that requires the removal or relocation of Company's facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation.
- 9. **RATES AND TERMS:** The Rates and Terms under this Agreement are in accordance with Company's published Rates and General Terms and Conditions which are incorporated herein by reference and are available upon request. Rates and Terms are subject to change at any time by the South Carolina Public Service Commission in the manner prescribed by law.
- 10. **LIMITATION OF LIABILITY:** THE PARTIES AGREE, AS AN ESSENTIAL CONDITION OF THIS AGREEMENT, THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY AS A RESULT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES EXCEPT TO THE EXTENT OF COMPANY'S NEGLIGENCE.

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**OTHER CONSIDERATIONS:** Deposit waived – Left in as Termination Charge. Contribution in Aid to Construction of \$800.00 is required for this installation and to be paid prior to installation.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in two identical counterparts each having the same legal significance as the other.

**SOUTH CAROLINA ELECTRIC & GAS COMPANY**

**RICHLAND COUNTY**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: Daniel F. Kassis

PRINT NAME \_\_\_\_\_

TITLE: Vice President of Customer Service

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

ACCOUNT NO: \_\_\_\_\_

# MINUTES OF



## RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, NOVEMBER 13, 2012 6:00 p.m.

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

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### MEMBERS PRESENT:

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

**OTHERS PRESENT** – Tony McDonald, Sparty Hammett, Roxanne Ancheta, Brad Farrar, Yanisse Adrian-Silva, Sara Salley, John Hixon, Nelson Lindsay, Geo Price, Tracy Hegler, David Hoops, Dale Welch, Janet Claggett, Hayden Davis, Alonzo Smith, Buddy Atkins, Michael Byrd, Monique Walters, Michelle Onley

### CALL TO ORDER

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

### INVOCATION

The Invocation was given by the Honorable Valerie Hutchinson

### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Valerie Hutchinson

**Fund Balance for transfer to the Solid Waste Operating Budget for the sole purpose of purchasing roll carts [THIRD READING]**

- **And Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to appropriate \$184m496 of General Fund Unassigned Fund Balance for Grant Match to Departments for grants approved through the FY13 Budget Process [THIRD READING]**
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; by adding a new division entitled 6A, Conservation; so that a new department will be created [THIRD READING]**
- **An Ordinance Amending Ordinance 043-10HR, so as to increase the rate of copy charges for autopsy reports to \$500 [THIRD READING]**
- **An Ordinance Authorizing the Second Amendment of that certain Fee Agreement by and between Richland County, South Carolina and [Project Resolve], relating to, without limitation, the payment to Richland County of a fee in lieu of taxes and the grant of a special source revenue credit to [Project Resolve], and other matters relating thereto [SECOND READING]**
- **An Ordinance Authorizing the execution and delivery of an Intergovernmental Agreement by and between Richland County, South Carolina, the Town of Blythewood, South Carolina relating to [Project Resolve] and the business license fee on the investment by [Project Resolve], and other matters related thereto [SECOND READING]**
- **12-32MA, Terry Darragh, Richland County Landfill, Inc., RU to HI (79.11 Acres), Screaming Eagle Rd., 31600-02-18(p) [SECOND READING]**
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; so as to repeal the Green Code Standards and to have Section 26-186 read as —Reserved” [SECOND READING]**
- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-176 Landscaping Standards; Subsection (J), Protection of Existing Trees During Development; Paragraph (3), Exemptions-Protection; so as to remove buffer and BMP requirements for forestry activities [SECOND READING]**
- **Changes to Employee Handbook-Promotion Probation**
- **Ridgewood Monticello Road Streetscape Project (Bid Award Approval and Commercial Lighting Fee Increase)**

## REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

**General Obligation Bonds for the Richland County Recreation Commission** – Ms. Hutchinson moved, seconded by Ms. Dickerson, to approve the committee's recommendation. A discussion took place.

The vote in favor was unanimous.

**Santee Wateree Transit Authority Motion and COG Transit Analysis** – Ms. Hutchinson moved, seconded by Ms. Dickerson, to approve the committee's recommendation. The vote was in favor.

**IT Server Room HVAC Upgrade** – Mr. Malinowski moved, seconded by Ms. Hutchinson. A discussion took place.

The vote in favor was unanimous.

**Broad River Road Corridor Lighting Project** – Mr. Malinowski moved, seconded by Mr. Jackson, to further negotiate the agreement with SCE&G. A discussion took place.

Mr. Rose made a substitute motion, seconded by Mr. Malinowski, to defer this item. The motion to defer failed.

The motion to further negotiate the agreement with SCE&G failed.

Ms. Dickerson moved, seconded by Ms. Kennedy, to approve staff's recommendation. The vote was in favor.

**An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to add a Full-Time Paralegal position in the Public Defender's Office [FIRST READING]** – Mr. Pearce moved, seconded by Ms. Dickerson, to approve this item. A discussion took place.

The vote was in favor.

**Develop a Master Plan for the Olympia Neighborhood [TO TABLE]** – Mr. Washington moved, seconded by Mr. Rose, to authorize staff to discuss with the City of Columbia an option to partner with the County on Master Plan(s) for the Olympia and Whaley communities. Recommendations will be discussed at the Council Retreat.

Mr. Rose made a substitute motion, seconded by Mr. Malinowski, to authorize staff to engage the City of Columbia on their willingness to a partner in a Master Plan for the Olympia and Whaley Street neighborhoods. Mr. Rose withdrew his substitute motion.

The vote in favor.



**RICHLAND COUNTY COUNCIL  
REGULAR SESSION AGENDA**

**JULY 1, 2014  
6:00 PM**

<b>CALL TO ORDER</b>	<b>THE HONORABLE NORMAN JACKSON</b>
<b>INVOCATION</b>	<b>THE HONORABLE BILL MALINOWSKI</b>
<b>PLEDGE OF ALLEGIANCE</b>	<b>THE HONORABLE BILL MALINOWSKI</b>

**Approval Of Minutes**

1. Regular Session: June 17, 2014 [PAGES 8-16]
2. Zoning Public Hearing: June 24, 2014 [PAGES 17-20]

**Adoption Of The Agenda**

**Report Of The Attorney For Executive Session Items**

3. a. Contractual Matter: Convention Center Agreement
- b. Solid Waste Disposal Contract
- c. Project LR: Contractual Matter
- d. Contractual Matter: Victim's Assistance

**Citizen's Input**

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

**Report Of The County Administrator**

5. a. Contractual Matter: Convention Center Agreement
- b. Public Information Office

14. High Performance Building Policy Options [**PAGES 52-61**]
15. Richland County Commission on Aging [**PAGES 62-69**]
16. County Recycling Services [**PAGES 70-94**]
17. Department of Public Works: Denton Dr. Ditch Stabilization Project [**PAGES 95-100**]
18. Expiration of County's Municipal Solid Waste Disposal Contract [**PAGES 101-122**]
19. RC Conservation Commission Financial Contribution for the Acquisition of a Historic Property [**PAGES 123-130**]
20. South Carolina Rural Infrastructure Grant Approval and Additional Funding for Project Engineering Design and Easement Acquisition [**PAGES 131-148**]
21. Hospitality Tax Ordinance Agency Procurement [**PAGES 149-159**]
22. Detention Center- HVAC Maintenance Contract [**PAGES 160-194**]
23. Approval of FY 14-15 Budgets within the FY 14-15 Annual Action Plan for Community Development Department Funds [**PAGES 195-198**]
24. Monticello Road Streetscape Project (Construction Bid Award Approval) – Phase II [**PAGES 199-204**]
25. Minimum Residence Requirement for SLBE Program Applicants [**PAGES 205-208**]
26. Ad Hoc Health Insurance Study Committee [**PAGES 209-211**]

### **Third Reading Items**

27. An Ordinance Authorizing pursuant to Title 4, Chapter 1, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended, the execution and delivery of a Special Source Revenue Credit Agreement between Richland County, South Carolina and Project Cesium; and matters relating thereto [**PAGES 212-243**]
28. An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; Article V, County Departments; Division 2, Public Works; Section 2-197, Use of County Equipment by Private Parties and During Public Emergencies; and Chapter 21, Roads, Highways and Bridges; Article I, in general; Section 21-4, Drainage on Private Property; and Section 21-16; so as to broaden the circumstances under which the County may perform emergency maintenance [**PAGES 244-248**]

### **Second Reading Items**

29. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration;

# Richland County Council Request of Action

## **Subject**

Monticello Road Streetscape Project (Construction Bid Award Approval) – Phase II [**PAGES 199-204**]

## **Notes**

June 24, 2014 - The Committee recommended that Council approve the bid of \$449,636.50 to be awarded to L-J Inc. for Monticello Road Streetscape construction (Phase II).

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

**Subject:** Monticello Road Streetscape Project (Construction Bid Award Approval) – Phase II

### **A. Purpose**

County Council is requested to approve the bid to be awarded to L-J, Inc. for Monticello Streetscape Phase II. This vendor was vetted through URS (see attached letter), the contract manager for the project, and was recommended to Richland County's Procurement Department as the lowest, responsible, responsive bidder at \$449,636.50 for Phase II of the Monticello Road Streetscape Project. Procurement has given their approval to this vendor. Phase II construction will be the final phase of the project. Richland County Community Development allocated Community Development Block Grant (CDBG) funds for construction of Phase II. No County funds will be requested for the construction. The timeline for Phase II is expected to take 120 days to complete once work begins. The project has been on hold for some time, but Phase II is ready to proceed.

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

The Monticello Road Streetscape design is focused on repair of existing infrastructure, safety and beautification. There are residents, businesses, schools and churches directly impacted by the project. The community is located south of Interstate 20 at Monticello Road near the Exit 68 interchange (see attached map). Updates to this area are reflective of the 2004 Council approved Ridgewood Master Plan.

On November 13, 2012, County Council awarded Cherokee Construction the contract to construct Phase I in the amount of \$315,815.20. Phase I is complete and the final invoice has been paid. Cherokee responded to the request for bid for Phase II by submitting a no response bid along with L-J Inc. and AOS Specialty Contractors, Inc.

Initially, the estimated cost for Phase I and II for the Monticello Road Streetscape Project was \$500,000.00. The budget for Phase I construction was \$315,815.20. However, during the construction the scope of work changed and some of the items were transferred to Phase II. As a result, the final cost for Phase I was \$219,602.00.

Phase II will consist of demolition of a concrete block building and appurtenances at 5229 Ridgeway Street, and demolition of a block retaining wall. Also, Phase II includes construction and installation of concrete steps, sidewalk segments, asphalt pavements, curb, gutter, and street signage. Twenty (21) decorative streetlights will be installed, including 6 in the City of Columbia. A 305 LF retaining wall will be constructed along the east side of Monticello Road. The maximum height is expected to be 6 feet. A 185 LF modular brick wall will be constructed along the west side of Monticello Road. Standard height is expected to be 2 feet. There will also be hardscape and landscape improvements to include pedestrian ramps, cross walks and decorative street signage.

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

On March 2, 2010, County Council minutes reflect approval of the Monticello Road streetscape design.

On November 13, 2012, Council minutes reflect approval to award Cherokee Inc. the contract in the amount of \$315,815.20 for construction of Phase I.

On May 6, 2014, Council minutes denote approval of a Community Development budget amendment to receive \$71,000.00 from the City of Columbia earmarked for the streetscape of one city block on Monticello Road.

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

There is no financial impact to the County for the approval of the Phase II construction vendor. The vendor is required to honor their bid for 90 days from the date of the bid opening (May 6, 2014). For this reason we are seeking approval of the vendor and bid for construction of Phase II. There will be a service and maintenance cost associated with the installation of the additional street lighting included with Phase II of the project; however, RCCD will be submitting a separate ROA in the near future for Council approval to amend the existing County's lighting agreement with SCE&G to include Phase II lights and a slight SCE&G rate increase.

The Richland County Community Development Department will use CDBG funds for Phase II of the Monticello Road Streetscape Project for demolition, construction, and other associated costs. This amount is \$449,636.50 CDBG funds have been earmarked for this use, pending Council approval.

#### **Ridgewood Streetscape Project**

Streetscape Construction (FY 2012/13 & 2013/14 CDBG/City)	\$378,636.50
City of Columbia	\$ 71,000.00
<b>TOTAL</b>	<b>\$449,636.50</b>

#### **E. Alternatives**

1. Approve the bid of \$449,636.50 to be awarded to L-J Inc. for Monticello Road Streetscape construction (Phase II).
2. Do not approve the bid of \$449,636.50 to be awarded to L-J Inc. for Monticello Road Streetscape construction (Phase II). If not approved, the Monticello Road Streetscape would not continue.

#### **F. Recommendation**

It is recommended that Council approve the bid of \$449,636.50 to be awarded to L-J Inc. for Monticello Road Streetscape construction (Phase II).

Recommended by: Valeria Jackson Department: Community Development Date: June 6, 2014

#### **G. Reviews**

(Please replace the appropriate box with a ✓ and then support your recommendation in the Comments section before routing on. Thank you!)

Please be specific in your recommendation. While “Council Discretion” may be appropriate at times, it is recommended that Staff provide Council with a professional recommendation of approval or denial, and justification for that recommendation, as often as possible.

**Finance**

Reviewed by Daniel Driggers:

✓ Recommend Council approval

Comments regarding recommendation:

Date: 6/10/14

Recommend Council denial

**Procurement**

Reviewed by Christy Swofford:

✓ Recommend Council approval

Comments regarding recommendation:

Date: 6/10/14

Recommend Council denial

**Grants**

Reviewed by: Sara Salley

✓ Recommend Council approval

Comments regarding recommendation:

Date: 6/10/14

Recommend Council denial

**Legal**

Reviewed by: Elizabeth McLean

Recommend Council approval

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

Date: 6/10/14

Recommend Council denial

**Administration**

Reviewed by: Sparty Hammett

✓ Recommend Council approval

Comments regarding recommendation:

Date: 6/19/14

Recommend Council denial



## Letter from URS



May 23, 2014

Richland County Office of Procurement  
ATTN: Ms. Christy Swofford  
2020 Hampton Street, Suite 3064  
Columbia, SC 29204

RE: Monticello Road Improvements Phase II  
CPS140592 (URS 09116/46421629)

**COPY**

Dear Ms. Swofford:

As you know, URS assisted Richland County with bidding services for the project referenced above. At the time bids were opened, L-J, Inc. was the apparent lowest bidder, with a total bid of \$449,636.50. After contacting references and reviewing the qualifications presented by L-J, Inc., it appears that L-J, Inc. is qualified to perform the work. URS recommends that Richland County award the project to L-J, Inc. in the amount of \$449,636.50. If you have no objection, we will prepare a Notice of Intent to Award for your signature. Please contact me at (803) 254-4400 when you are ready to proceed, or if you have any questions.

Very truly yours,

**URS Corporation**

A handwritten signature in blue ink, appearing to read 'WRH', is written over the printed name.

Walter R. Hodges  
Project Manager

cc: Mr. Stacy Culbreath, P.E., Assistant County Engineer, Richland County  
Ms. Jocelyn Jennings, Community Development, Richland County

URS Corporation  
101 Research Drive  
Columbia, SC 29203  
Tel: 803.254.4400  
Fax: 803.771.6676



**MINUTES OF  
RICHLAND COUNTY COUNCIL  
REGULAR SESSION  
JULY 1, 2014  
6:00 PM**

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

**MEMBERS PRESENT:**

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

**OTHERS PRESENT** – Tony McDonald, Roxanne Ancheta, Sparty Hammett, Warren Harley, Beverly Harris, Justine Jones, Ismail Ozbek, Brad Farrar, Nelson Lindsay, John Hixon, Brandon Madden, Monique McDaniels, Amelia Linder, Andy Metts, Ray Peterson, Daniel Driggers, Melinda Edwards, Sara Salley, Nancy Stone-Collum, Ronaldo Myers, Laura Saylor, Larry Smith, Tracy Hegler, Rudy Curtis, Valeria Jackson, Geo Price, Kecia Lara, Monique Walters, Michelle Onley

**CALL TO ORDER**

The meeting was called to order at approximately 6:01 p.m.

**INVOCATION**

The Invocation was given by the Honorable Bill Malinowski

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by the Honorable Bill Malinowski

- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-180, Signs; Subsection (f), Temporary Signs Requiring Permits; so as to delete “Grand Opening Signs” [SECOND READING]**
- **Sustainability Policy**
- **High Performance Building Policy Options**
- **Richland County Commission on Aging**
- **Department of Public Works: Denton Dr. Ditch Stabilization Project**
- **RC Conservation Commission Financial Contribution for the Acquisition of a Historic Property**
- **Hospitality Tax Ordinance Agency Procurement**
- **Approval of FY14-15 Budgets within the FY14-15 Annual Action Plan for Community Development Department Funds**
- **Monticello Road Streetscape Project (Construction Bid Award Approval) – Phase II**
- **Minimum Residence Requirement for SLBE Program Applicants**

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

**POINT OF PERSONAL PRIVILEGE** – Mr. Jackson congratulated Mr. Rose on being inducted into the USC Association of Letterman Athletic Hall of Fame for Tennis.

### THIRD READING ITEMS

**An Ordinance Authorizing pursuant to Title 4, Chapter 1, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended, the execution and delivery of a Special Source Revenue Credit Agreement relating to Project Cesium; and matters relating thereto** – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

**An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; Article V, County Departments; Division 2, Public Works; Section 2-197, Use of County Equipment by Private Parties and During Public Emergencies; and Chapter 21, Roads, Highways and Bridges; Article I, in general; Section 21-4, Drainage on Private Property; and Section 21-16; so as to broaden the circumstances under which the**



**Agenda Briefing**

<b>Prepared by:</b>	Syndi Castelluccio		<b>Title:</b>	Recycling Coordinator
<b>Department:</b>	Public Works	<b>Division:</b>	Solid Waste and Recycling	
<b>Date Prepared:</b>	December 17, 2020	<b>Meeting Date:</b>	February 23, 2021	
<b>Legal Review</b>	Elizabeth McLean via email		<b>Date:</b>	February 16, 2021
<b>Budget Review</b>	James Hayes via email		<b>Date:</b>	February 10, 2021
<b>Finance Review</b>	Stacey Hamm via email		<b>Date:</b>	February 10, 2021
<b>Approved for consideration:</b>	Assitant County Administrator	John M. Thompson, Ph.D., MBA, CPM		
<b>Committee</b>	Development & Services			
<b>Subject:</b>	Request for use of Columbia Place Mall Parking Lot for Recycle Richland Events			

**STAFF’S RECOMMENDED ACTION:**

Staff requests approval for the use of the Columbia Place Mall Parking Lot that is designated as Richland County Property for the Annual Recycle Richland Drop-Off Events that are scheduled on average 3-5 times a year to make it more convenient for Richland County Residents to recycle and properly dispose of items that are not collected curbside.

Proposed 2021 Dates for the Columbia Place Mall Location:

Mid April 2021	Earth Day	Paper Shred Event
Mid Aug 2021	Richland Recycle Drop Off Summer Event	Items to be Collected: Electronics, Household Hazardous Waste, Tires, Paper Shred, etc
Mid Nov 2021	America Recycles Day	Household Hazardous Waste Collection Event

Request for Council Reconsideration: Yes

**FIDUCIARY:**

Are funds allocated in the department’s current fiscal year budget?	<input checked="" type="checkbox"/>	Yes		No
If no, is a budget amendment necessary?		Yes		No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

These events are planned as a service by Richland County Solid Waste and Recycling and offered free of charge to all Richland County Residents throughout the year and therefore would have no fiscal impact.

**COUNTY ATTORNEY’S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

None.

**REGULATORY COMPLIANCE:**

Recycle Drop-off/Collection Event Details:

- Recycle Events will be planned and managed by the Richland County Recycling Coordinator.
- Richland Co will provide proper signage, equipment and staff for events to address traffic control and collection. Partners, Volunteers and Vendors will assist as needed.
- Recycling Events can and will be modified accordingly to address social distancing if needed. These modifications are but not limited to the following: offering a contact free experience where residents remain in their vehicle at all time (staff unload) as well as providing masks, hand sanitizer and gloves to all event staff and volunteers.
- Recycle Events will be single day drop off/collection events, averaging 4-5 hours and will only be open to the public during normal operating hours. (i.e. 8am-12pm)
- Event dates will be confirmed once location is approved and recycling vendors scheduled.
- Recycling Vendors are under contract and are approved and certified by DHEC, EPA, etc. as required for proper collection and disposal of household, electronic and hazardous waste.

**MOTION OF ORIGIN:**

There is no associated council motion of origin.

Council Member	
Meeting	
Date	

**STRATEGIC & GENERATIVE DISCUSSION:**

Richland County Solid Waste and Recycling is requesting use of the Columbia Place Mall Parking Lot Property to host a series of FREE community Recycle Richland Drop Off Events. Approval to utilize this property is needed in order to proceed coordinating with Richland County Operational Services and securing recycling vendors for the 2021 Calendar Year and future events.

Recycle Richland Drop-Off Events are offered throughout the county each year to make it more convenient for residents to recycle electronics, scrap metal and tires, have paper shredded and to safely dispose of hazardous waste. These events are important to encourage recycling, extend the lifespan of our landfills discourage illegal dumping and improper disposal of items that are harmful to the environment and contaminate our community.

Approval for the use of the Columbia Place Mall Property will allow for these free community events to continue to be offered to Richland County Residents in a conveniently central location, one that has proven to be successful over the past few years.

Disapproval will result in the need to find a new location for these events moving forward which may incur additional costs of hosting these events or possibly require Richland County to reduce the number of events offered.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

None.

**ATTACHMENTS:**

1. Recycling Event Vendor Release and Waiver of Liability Form
2. Recycling Event Volunteer Release and Waiver of Liability Form

**Vendor Release and Waiver of Liability Form  
(Recycling Events)**

This Release and Waiver of Liability (the "Release") executed on \_\_\_\_\_, 202\_\_, by and between \_\_\_\_\_ ("Vendor"), its directors, officers, employees, and agents, releases Richland County, South Carolina ("County"), a South Carolina governmental entity. The Vendor desires to provide Vendor services for County and engage in activities related to serving as a Vendor for the Recycling Event.

Vendor understands that the scope of Vendor's relationship with County is limited to a Vendor at a Recycling Event and that any compensation expected in return for services provided by Vendor will be covered in a separate contract between Vendor and County; that County and Vendor do not have an employee/employer relationship and County will not provide any benefits associated with an employment relationship; and that Vendor is responsible for its own insurance coverage in the event of personal injury, property injury, or illness as a result of Vendor's services to County.

1. Waiver and Release: Vendor releases and forever discharges and holds harmless County and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Vendor services we provide to County. Vendor understands and acknowledges that this Release discharges County from any liability or claim that Vendor, its directors, officers, employees, and agents may have against County with respect to bodily injury, personal injury, illness, death, or property damage that may result from the Vendor services Vendor provides to County or occurring while Vendor is providing Vendor services.
2. Insurance: Further we understand that County does not assume any responsibility for or obligation to provide Vendor with financial or other assistance, including but not limited to workers' compensation insurance, medical, health, or disability benefits or insurance.
3. Medical Treatment: Vendor hereby releases and forever discharges County from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment (other than treatment or medical services rendered by a paramedic or EMT employed by Richland County to provide such services) or other medical services rendered in connection with an emergency occurring while Vendor is providing Vendor services.
4. Photographic Release: Vendor grants and conveys to County all right, title, and interests in any and all photographs, images, video, or audio recordings of Vendor or its likeness or voice made by County in connection with Vendor providing Vendor services to County.
5. Other: Vendor expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of South Carolina and that this Release shall be governed by and interpreted in accordance with the laws of the State of South Carolina. Vendor agrees that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.
6. Date of Recycling Event: Vendor is providing Vendor services at the Richland County Recycling Event taking place on \_\_\_\_\_, 202\_\_, at \_\_\_\_\_. This Release is valid for this event only.

By signing below, Vendor expresses its understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

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

Date: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

**Volunteer Release and Waiver of Liability Form  
(Recycling Events)**

This Release and Waiver of Liability (the "Release") executed on \_\_\_\_\_, 202\_\_, by and between \_\_\_\_\_ ("Volunteer") releases Richland County, South Carolina ("County"), a South Carolina governmental entity. The Volunteer desires to provide volunteer services for County and engage in activities related to serving as a volunteer.

Volunteer understands that the scope of Volunteer's relationship with County is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that County will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer's services to County.

1. Waiver and Release: I, the Volunteer, release and forever discharge and hold harmless County and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the volunteer services I provide to County. I understand and acknowledge that this Release discharges County from any liability or claim that I may have against County with respect to bodily injury, personal injury, illness, death, or property damage that may result from the volunteer services I provide to County or occurring while I am providing volunteer services.
2. Insurance: Further I understand that County does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of County beyond what may be offered freely by County in the event of injury or medical expenses incurred by me.
3. Medical Treatment: I hereby Release and forever discharge County from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment (other than treatment or medical services rendered by a paramedic or EMT employed by Richland County to provide such services) or other medical services rendered in connection with an emergency during my tenure as a volunteer with County.
4. Photographic Release: I grant and convey to County all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by County in connection with my providing volunteer services to County.
5. Other: As a volunteer, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of South Carolina and that this Release shall be governed by and interpreted in accordance with the laws of the State of South Carolina. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.
6. Date of Recycling Event: Volunteer is providing volunteer services at the Richland County Recycling Event taking place on \_\_\_\_\_, 202\_\_, at \_\_\_\_\_. This Release is valid for this event only.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_



**Agenda Briefing**

<b>Prepared by:</b>	Lauren Hogan		<b>Title:</b>	Assistant County Attorney	
<b>Department:</b>	County Attorney's Office	<b>Division:</b>			
<b>Date Prepared:</b>	February 08, 2021	<b>Meeting Date:</b>	February 23, 2021		
<b>Budget Review</b>	James Hayes via email		<b>Date:</b>	February 08, 2021	
<b>Finance Review</b>	Stacey Hamm via email		<b>Date:</b>	February 08, 2021	
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM			
<b>Committee</b>	Development & Services				
<b>Subject:</b>	Petition to Close Portion of Old Percival Rd/Spears Creek Rd				

**STAFF'S RECOMMENDED ACTION:**

1. Approve petitioner's request to close the subject road and direct Legal to answer the forthcoming lawsuit accordingly; or,
2. Deny petitioner's request to close the road, state reasons for such denial, and direct Legal to answer the suit accordingly.

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

Are funds allocated in the department's current fiscal year budget?		Yes		No
If no, is a budget amendment necessary?		Yes		No

Not applicable

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

Not applicable.

**COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

None.

**REGULATORY COMPLIANCE:**

Not applicable.

**MOTION OF ORIGIN:**

There is no associated Council motion of origin.

Council Member	
Meeting	
Date	

#### **STRATEGIC & GENERATIVE DISCUSSION:**

County Council is requested to approve, deny or make a recommendation with respect to a Petition for a Road/Right of Way Closing regarding Old Percival Rd/Spears Creek Rd in accordance with Richland County Code of Ordinances (Roads, Highways and Bridges) section 21-14. The road is more particularly described in the attached Notice of Intention to File a Petition for Road Closing and Abandonment from Attorney Rip Sanders who represents Petitioner Spears Creek Quadrant Partners. Also, see attached plat provided by Petitioner. A portion of this road has already been closed without objection from County Council in 2018; this Petition is to close the remainder of that particular road/right of way.

Richland County Code of Ordinances (Roads, Highways and Bridges) section 21-14 requires the County Attorney to consult with the County's Planning, Public Works and Emergency Services departments and to forward the request to abandon or close a public road or right-of-way to County Council for disposition. All afore-mentioned departments have been informed of the need for input and none have an objection. According to Public Works this particular road/right of way has been abandoned for several years. Petitioners contend this portion of Old Percival Rd/Spears Creek Rd has not been used in decades and is currently impassable by any vehicular or pedestrian traffic. Petitioners have received no objections from surrounding landowners to the closure of this road. Also, this road was not affected by the 2015 flood.

This issue previously came before the D & S Committee on March 26, 2019. The subject road is in District 10. The issue was deferred because Councilmembers Dalhia Myers and Chip Jackson wanted to hold community meetings prior to moving forward (committee minutes attached). Those community meetings were never held and both Myers and Jackson are no longer council members. The attorney for the Petitioner has contacted the Legal department with a renewed interest in moving forward with this Petition to Close Old Percival Rd/Spears Creek Rd.

#### **ADDITIONAL COMMENTS FOR CONSIDERATION:**

None.

#### **ATTACHMENTS:**

1. March 26, 2019 D & S Committee meeting minutes
2. Spears Creek Notice of Intent to close road
3. Spears Creek Road Exhibit



## Richland County Council

### DEVELOPMENT AND SERVICES COMMITTEE

March 26, 2019 – 5:00 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29204

COMMITTEE MEMBERS PRESENT: Gwen Kennedy, Chair, Allison Terracio, Jim Manning, Calvin Jackson and Chakisse Newton

OTHER COUNCIL MEMBERS PRESENT: Bill Malinowski

OTHERS PRESENT: Michelle Onley, Trena Bowers, Kimberly Williams-Roberts, Larry Smith, Stacey Hamm, Ashiya Myers, Clayton Voignier, Brad Farrar, John Thompson, Geo Price, Ashley Powell, Brian Crooks, Donny Phipps, Michael Niermeier, Tommy DeLage, Quinton Epps, Dale Welch and John Hopkins

1. **CALL TO ORDER** – Ms. Kennedy called the meeting to order at approximately 5:00 PM.

2. **APPROVAL OF MINUTES**

a. March 26, 2018

In Favor: Terracio, Jackson and Kennedy

Present but Not Voting: Manning

The vote in favor was unanimous.

3. **ADOPTION OF AGENDA**

In Favor: Terracio, Jackson and Kennedy

Present but Not Voting: Manning

The vote in favor was unanimous.

4. **ITEMS FOR ACTION**

a. I move that all RC contracts must be reviewed & approved by the Office of the County Attorney & that notices under of modifications to RC contracts must be sent to the County Attorney, but may be copied to external counsel, as desired [MYERS] – Mr. Smith stated, at the last committee meeting, the question was asked about what the maker of the motion meant by “all Richland County contracts”. He was directed to get with the maker of the motion to clarify what was meant by “all Richland County contracts”. The maker of the motion indicated she was talking about all contracts generated by the departments under the direction of the County

In Favor: Terracio, Jackson, Kennedy and Manning

Present but Not Voting: Newton

The vote in favor was unanimous.

- b. **Petition to Close Portion of Old Percival Rd./Spears Creek Rd.** – Mr. Malinowski stated the minutes indicated Ms. Myers and Mr. Jackson represent this area and they wanted to hold a community meeting prior to this moving forward. He inquired if this meeting took place, and what comments were received.

Mr. Jackson stated the meeting has not taken place.

Mr. Jackson moved, seconded by Ms. Newton, to defer this until the community meeting is held.

In Favor: Terracio, Jackson, Newton, Kennedy and Manning

The vote in favor was unanimous.

- c. Revisit the bed and breakfast ordinance to increase the number of rooms up to 20, so the business can be profitable and flourish. This would be in line with keeping the rural character and allow opportunities for small businesses [N. JACKSON] – Mr. Farrar stated there is a State Law entitled the SC Bed and Breakfast Act. In Chapter 45 of the State Code, it states, “Bed and breakfast” means a residential type lodging facility having no more than ten guestrooms where transient guests are fed and lodged for pay.” He stated State law caps a bed and breakfast, by definition, at 10 rooms. We would be pre-empted by State law, if we are going to proceed under the bed and breakfast concept. If you look at a different type of use, there may be some additional analysis.

Mr. Manning moved, seconded by Ms. Terracio, to table this item.

In Favor: Terracio, Jackson, Newton, Kennedy and Manning

The vote in favor was unanimous.

- d. I move, based on my being horrified as I heard for the first time the week of March 4, 2019 of the need to address current critical needs for Administrative office space as the number of vacancies we currently have in our County administration is tremendous, but we are limited in filling these vacancies by physical office space; and that we don't have anywhere to put the people we need to hire and that addressing this need will also create a County level employment opportunity, that the Interim County Administrator commandeer the unneeded office formed and assigned to me, Richland County District 8 Councilman Jim Manning by the former County Administrator with no official input by the Richland County Council so as to create a currently funded Richland County employment opportunity, the ability to address to a degree the critical need for an Administrative office space, and the opportunity for citizens and stakeholders to have needs met that are going unmet or service enhancements because we did not have an Administrative office space for the unfilled vacant position [MANNING] – Mr. Jackson inquired if anyone had done an assessment to determine that we are 100% occupied, and there are zero vacancies, as it relates to office spaces in this building.

**NOTICE OF INTENTION TO FILE A PETITION TO  
CLOSE A PORTION OF SOUTH CAROLINA STATE ROAD S-40-1098, ALSO NOW  
OR FORMERLY KNOWN AS SPEAR CREEK ROAD AND/OR OLD PERCIVAL  
ROAD IN OR NEAR THE CITY OF COLUMBIA, RICHLAND COUNTY, SOUTH  
CAROLINA**

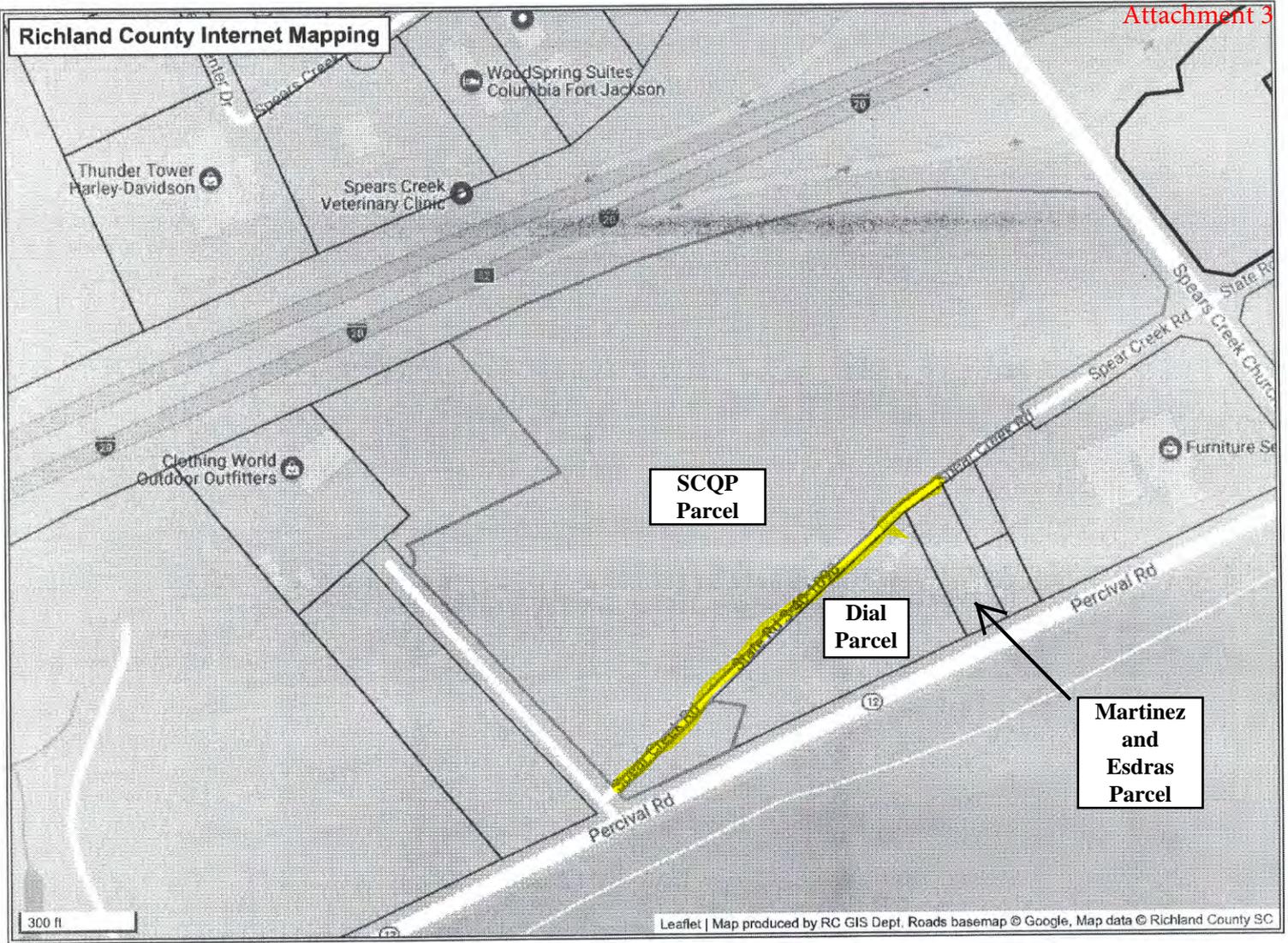
**TO ALL INTERESTED PARTIES:**

**YOU WILL PLEASE TAKE NOTICE** that the undersigned Petitioner hereby gives notice that he intends to petition the Court of Common Pleas for the Fifth Judicial Circuit for an Order of the Court closing and forever abandoning a certain portion of South Carolina State Road S-40-1098, also formerly known as Spear Creek Road, located in or near the City of Columbia, Richland County, State of South Carolina. The portion of State Road S-40-1098 sought to be abandoned is that portion of the road located on the western side of Spears Creek Church Road and beginning from its western terminus into the access drive of that certain parcel of real property commonly referred to as 4681 Percival, Richland County Tax Map# R28800-06-02, and running in an easterly direction for approximately 1,150' (+/-), ending at its eastern terminus into that certain parcel of real property bearing Richland County Tax Map Number R28800-05-02, and currently owned by Spears Creek Storage, LLC. This Petition will be filed pursuant to section 57-9-10 of the Code of Laws for the State of South Carolina.

All inquiries regarding this action should be addressed to the attorneys representing the Petitioner: Bernstein & Bernstein, LLC, 1019 Assembly Street, Columbia, South Carolina 29201 Telephone (803) 799-7900, attn: Rip Sanders, Esq..

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Rip Sanders, Esq.  
Bernstein & Bernstein Law Firm



Highlighted area indicates portion of road to be closed.



**Agenda Briefing**

<b>Prepared by:</b>	Elizabeth McLean, Esq.		<b>Title:</b>	Acting County Attorney	
<b>Department:</b>	County Attorney's Office	<b>Division:</b>			
<b>Date Prepared:</b>	February 09, 2021	<b>Meeting Date:</b>	February 23, 2021		
<b>Budget Review</b>	James Hayes via email		<b>Date:</b>	February 16, 2021	
<b>Finance Review</b>	Stacey Hamm via email		<b>Date:</b>	February 09, 2021	
<b>Approved for consideration:</b>	County Administrator	Leonardo Brown, MBA, CPM			
<b>Committee</b>	Development & Services				
<b>Subject:</b>	Mutual Easement Agreement between Washington & Assembly, LLC and Richland County, South Carolina impacting the Richland Library branch located on Assembly Street, Columbia, South Carolina				

**STAFF'S RECOMMENDED ACTION:**

Policy Decision

Request for Council Reconsideration:  Yes

**FIDUCIARY:**

Are funds allocated in the department's current fiscal year budget?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If no, is a budget amendment necessary?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

**ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:**

- Existing budget is sufficient to maintain this space. Library already maintains the space between the buildings; the additional space is fewer than 3000 square feet and would have an insignificant budgetary impact. Library would not ask for additional funding to maintain the space. Library's landscape maintenance contract would have minimal or no impact to it. Library would maintain four to six additional outdoor lights where we currently maintain over twenty. Library already has Safety & Security patrolling the space.
- The same Library code of conduct will apply to the additional 3000 SF of space in Walkway Improvement Area that currently applies in the existing walkway, likewise the hours of occupancy. The space is becoming about 11 feet wider and getting new sidewalks and light fixtures; the nature and use of the space isn't changing. There is no known insurance impact, but any changes would be handled and costs covered in the Library's current budget.

**COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:**

Negligible additional risk beyond current liabilities.

**REGULATORY COMPLIANCE:**

Non-applicable.

**MOTION OF ORIGIN:**

This did not originate by Council motion.

Council Member	
Meeting	
Date	

**STRATEGIC & GENERATIVE DISCUSSION:**

County Council is requested to pass an ordinance approving the grant of mutual easement agreements between the County and Washington & Assembly, LLC to facilitate the construction and operation of a student housing complex located on property adjacent to the Richland Library main branch on Assembly Street.

Since the library moved to its current location in 1992, it needed a piece of property on the SW corner of the building in order to have access from our parking lot to the entrance on the south side of our building, but the then current owners of the property would not sell the property. When a developer begin investigating the possibility of building student housing on the adjacent parcel, the library and developer entered into discussions regarding a possible swap of the SW corner property (for access) in exchange for a no-obstruction easement over a portion of the library parking lot, with the library retaining perpetual parking rights. The development eventually stalled and the owners' considered selling the library a small parcel, which would not impact the potential student housing complex. The library eventually purchased the SW corner parcel, with County Council approval, in 2017. The library improved the site during its renovations in 2018, but left the area from its south entrance to Assembly Street unrenovated in case the developer revisited the project, in anticipation of trading easements. The developer is now in the final stages of approvals for a student housing complex on the property adjacent to the library. The developer needs a no-obstruction easement over a portion of the library parking area, a temporary construction easement, and the parties will exchange mutual easements for the Walkway Improvements. The developer plans to construct a parklike walkway between the library and the new building, as shown in Exhibit E to the proposed easement. By granting the easement, the library will gain outdoor useable space, paid for by the developer, making a parklike setting between the buildings from Assembly St. to the library parking lot. By approving the easements, Council will give the library some control over the development and use of the space between the buildings, a definite benefit.

### *Easement Details*

The easement consists of three components:

1. Two perpetual easements, one to benefit the Developer and one to benefit the County (Library):
  - i. Developer receives a No Obstruction Area easement in order to build minimal setback building, most of the code required setback area is in the Library parking lot;
  - ii. Library receives County Access Area easement that will be improved by Developer along with Library property to become the Walkway Improvement Area between the two buildings;
2. The Walkway Improvement Area, consisting of the old, half renovated walkway on the south side of the Library from Assembly Street to its parking lot, plus the Developer owned strip of property alongside it granted by the easement as the County Access Area. This area will be improved at the Developer's expense as part of the project in consideration of the County granting the easement that allows the minimal setback construction.
3. A Temporary Construction Easement to be granted to the Developer during the project to allow access to the project to erect scaffolding, shoring, dig footings, etc. that cannot be accomplished on the Developer property alone. Some existing improvements installed during previous Library renovation in the Walkway Improvement Area will be removed during construction, but replaced as part of the Walkway Improvements.

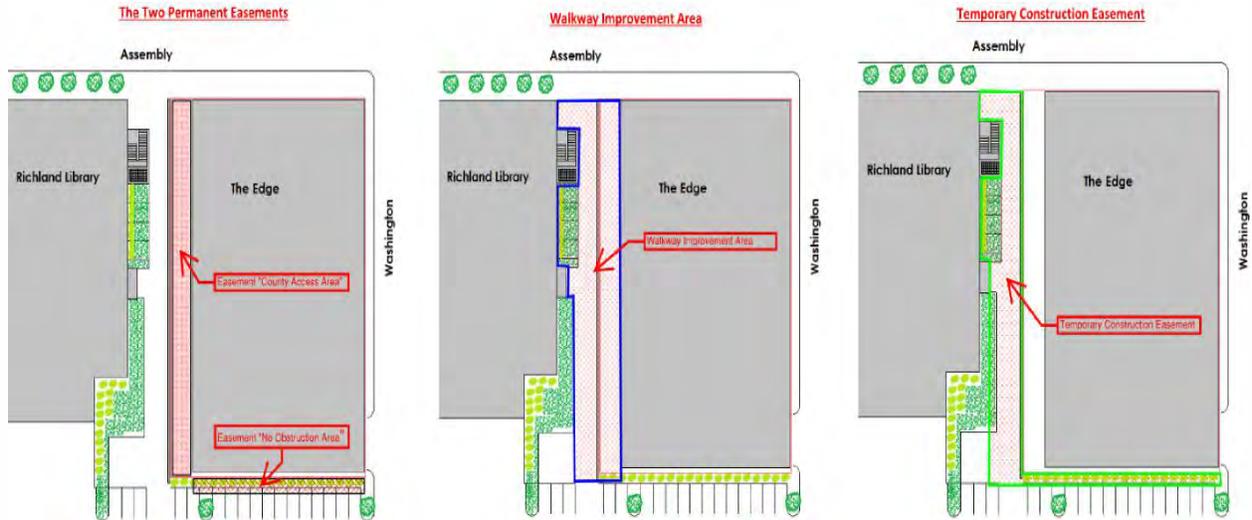
### *Items of Note:*

Prior to the Library renovations in 2018, including the lower portion of the Walkway Improvement Area, flooding was frequent into the Library's south entrance during extreme rain events (about once every 18 months). The renovations successfully addressed this issue. Stormwater drainage is prominently addressed in the Easement Agreement in an attempt to ensure that the project does not reintroduce flooding at the Library by failing to collect and divert the project's stormwater in sufficient capacity.

Granting the No Obstruction Easement prevents the Library from building in the current parking lot within 30 feet of the property line (15 foot setback for the student housing building and 15 foot setback required for any new building in the parking lot). The library would not want to lose the driveway from Washington St. to its loading dock, so it is unlikely that it would build there anyway.

An additional temporary easement or license may be sought from the County, a Crane Swing Easement, but if needed that will be requested separately at some point in the future.

The easement will be executed and held in trust and recorded only if the developer closes on the sale of the underlying property.



The easement will provide a safe and beautiful walkway area for citizens using the Library as well as address an important drainage issue.

**ADDITIONAL COMMENTS FOR CONSIDERATION:**

None

**ATTACHMENTS:**

1. Ordinance
2. Mutual Easement Agreement

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_-21HR

AN ORDINANCE AUTHORIZING AN EASEMENT TO WASHINGTON & ASSEMBLY, LLC FOR A PERPETUAL RIGHT TO RECEIVE LIGHT AND AIR OVER AND ACROSS LAND OWNED BY RICHLAND COUNTY; SPECIFICALLY THE MAIN LIBRARY BRANCH OF THE RICHLAND LIBRARY, LOCATED ON THE SOUTHWESTERN SIDE OF THE INTERSECTION OF HAMPTON STREET (S-40-135) WITH ASSEMBLY STREET (S-48), IN THE CITY OF COLUMBIA.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant to WASHINGTON & ASSEMBLY, LLC a permanent easement over a portion of county owned land; specifically, a perpetual right to receive light and air over the area required by the City of Columbia, SC in order to allow WASHINGTON & ASSEMBLY, LLC to construct the Project (as defined in the Mutual Easement Agreement) in compliance with the zoning and building code regulations for the City; all as specifically described in the Mutual Easement Agreement, which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_.

RICHLAND COUNTY COUNCIL

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

Attest this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

RICHLAND COUNTY ATTORNEY’S OFFICE

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

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

**Prepared by and after recording return to:**  
Robinson Gray Stepp & Laffitte, LLC  
Post Office Box 11449  
Columbia, South Carolina 29211  
Attention: M. Kevin Garrison, Esq.

(Space above this line for Recorder's Use)

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**MUTUAL EASEMENT AGREEMENT**

**THIS MUTUAL EASEMENT AGREEMENT** (the "**Agreement**") is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **WASHINGTON & ASSEMBLY, LLC**, a \_\_\_\_\_ limited liability company ("**Developer**") and **RICHLAND COUNTY, SOUTH CAROLINA, for the RICHLAND COUNTY PUBLIC LIBRARY**, a political subdivision of the State of South Carolina (the "**County**").

**RECITALS**

**WHEREAS**, Developer is owner of certain real property located on the northwestern side of Washington Street (S-40-135), at its intersection with Assembly Street (S-48), in the City of Columbia, in the County of Richland, in the State of South Carolina, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (collectively, the "**Developer Tract**"); and

**WHEREAS**, the County is owner of certain real property located on the southwestern side of the intersection of Hampton Street (S-40-135) with Assembly Street (S-48), in the City of Columbia, in the County of Richland, in the State of South Carolina, as more particularly described on **Exhibit B** attached hereto and incorporated herein by reference (collectively, the "**County Tract**") on which the main branch of the Richland County Public Library (the "**Library**") is located; and

**WHEREAS**, Developer and the County have mutually agreed to grant certain non-exclusive easements over and across the Developer Tract and the County Tract for the benefit of themselves, and their respective successors and assigns, in order to (i) provide the County with a permanent easement for pedestrian access across a portion of the Developer Tract to use and maintain the Walkway Improvements (as defined herein) constructed by Developer, (ii) provide Developer with a permanent easement over a portion of the County Tract to grant Developer a perpetual right to receive light and air over the area required by the City of Columbia, SC (the "**City**") in order to allow Developer to construct the Project (as defined herein) in compliance with the zoning and building code regulations for the City, and (iii) provide Developer with a temporary construction easement over the County Tract in order for Developer to construct improvements on the Developer Tract and the Walkway Improvements on the County Tract and Developer Tract (collectively, the "**Easements**"); and

**WHEREAS**, Developer and the County have agreed to execute this Agreement to set forth the terms and conditions of the Easements created herein.

**AGREEMENT**

**NOW, THEREFORE**, for and in consideration of foregoing recitals and the covenants and conditions herein contained, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Developer, the County, for themselves and their respective successors and assigns (referred to sometimes herein individually as an "**Owner**" or collectively as the "**Owners**"), do hereby agree to the following terms and conditions of this Agreement:

1. **Recitals.** The foregoing recitals are contractual and binding in nature, are accurate, true and complete, and are hereby incorporated into and made a part of this Agreement.

2. **Access Easement.** Developer does hereby grant, bargain, sell, convey and deliver to the County, and the County's successors and assigns, as appurtenant to a portion of the County Tract and identified as the "Parcel A County Access Area" on **Exhibit C** attached hereto and incorporated herein by reference (the "**County Access Area**"), a non-exclusive, permanent, perpetual, right, privilege, transmissible and assignable easement for pedestrian ingress, egress and access on, over and across the County Access Area for the County, and its successors, assigns, employees, agents, invitees and guests, in order to provide access at all times to and from the existing buildings and improvements located on the County Tract and allow the Walkway Improvements (as defined herein) to be used and maintained by the County after construction by Developer, or its successors and assigns.

3. **No Obstruction Easement.** The County does hereby grant, bargain, sell, convey and deliver to Developer, and its successors and assigns, a non-exclusive, permanent, perpetual, transmissible and assignable easement, no more than twelve (12') feet in width across a portion of the County Tract identified as the "Parcel B No Obstruction Area" on **Exhibit C** attached hereto and incorporated herein by reference (the "**No Obstruction Area**") to provide Developer, and its successors and assigns, with a perpetual right to receive light and air over the No Obstruction Area as required by the City to allow Developer to construct the Project (as defined herein) by providing a fifteen (15') foot buffer from the western edge of the building to be constructed by Developer in compliance with the City's zoning and building code requirements. Further, during the term of this Agreement, the County shall not construct any buildings within the No Obstruction Area in violation of the City's zoning and building code requirements. The County and Developer, for themselves and their respective successors and assigns, understand, acknowledge and agree that neither Developer, nor its successors, assigns, employees, agents, invitees and guests, shall have any rights to use the No Obstruction Area. Any damage to the existing improvements, trees and shrubbery currently located within the No Obstruction Area during construction on the Developer Tract shall be repaired by Developer, or its successors and assigns, at its sole cost and expense.

4. **Temporary Construction Easement.** The County does hereby grant, bargain, sell, convey and deliver for the benefit of Developer, and its successors and assigns, a temporary construction easement across a portion of the County Tract identified as the "Temporary Construction Easement" on **Exhibit D** attached hereto and incorporated herein by reference (the "**Temporary Easement Area**") for the purposes of constructing its building and other improvements on the Developer Tract and the Walkway Improvements on the County Tract (the "**Project**"). Such easement grant shall include but not be limited to an easement providing Developer, or its successors and assigns, with access across the County Tract for the filling, grading and lateral support required to construct the Project on the Developer Tract. The parties agree that all staging and locating of construction materials, equipment, and supplies during construction of the Project shall be maintained on the Developer Tract, including the County Access Area during construction. Developer, or its successors and assigns, shall be responsible for restoring the Temporary Easement Area, and any existing improvements located thereon, to the same or as good as condition found prior to construction. Developer, or its successors and assigns, shall be solely responsible for securing and guarding the Temporary Easement Area during the construction of the Project and must erect a chain-link or other security fence around the Temporary Construction Area prior to commencing construction of the Project. The location of such fence shall be subject to the Library's consent, not to be unreasonably withheld or delayed. During construction of the Project only, Developer, or its successors and assigns, shall maintain the Temporary Construction Easement in a good, safe, and workmanlike manner, with excessive debris to be removed promptly and at all times maintain an ADA-compliant pathway from the parking lots located on the County Tract to the southern entrance of the library building located on the County Tract. The location and design of any temporary structures required to allow access to the library building's southern entrance shall be subject to the prior review and approval of the Library, with such review and approval not to be unreasonably withheld or delayed. This temporary construction easement will terminate the later of either (i) two (2) years from the date the City issues a building permit to Developer to construct the Project, or (ii) the issuance a Certificate of Occupancy to Developer by the City, unless extended by mutual written agreement of Developer and the County, or their respective successors and assigns.

5. **Additional Consideration.**

(a) As consideration for the County granting the Easements set forth in this Agreement,

Developer, and its successors and assigns, shall be solely responsible for constructing certain pedestrian walkway improvements on the County Tract and Developer Tract (the “**Walkway Improvements**”) under the terms set forth on **Exhibit E** within the area identified on **Exhibit F** attached hereto and incorporated herein by reference (the “**Walkway Improvement Area**”). Such Walkway Improvements constructed by Developer shall be ADA-compliant and the plans for the Walkway Improvements will be subject to the prior review and written consent of the Library before Developer obtains any permitting to construct such Walkway Improvements. However, such written consent of the Library shall not be unreasonably withheld or delayed. The County shall be solely responsible for maintaining the Walkway Improvements upon the City’s issuance of a certificate of occupancy for the Project. Developer, or its successors and assigns, shall be solely responsible for the maintenance of all underground improvements on the Developer Tract including but not limited to all storm water drainage systems constructed on the Developer Tract.

(b) As a condition for the County granting the Easements set forth in this Agreement to Developer, Developer shall provide storm water drainage capacity on the Developer Tract sufficient to collect and pipe storm water from the additional area of hardscape located within the County Access Area and improvements constructed on the Developer Tract. Developer will undertake all reasonable efforts to collect and pipe storm water away from the Developer Tract and the County Tract towards Washington Street in accordance with the City’s building codes and regulations. Specifically, Developer will install storm water drainage lines on the Developer Tract to collect and pipe storm water away from the County Tract into the City’s existing curb inlets located along Washington Street and at the corner of Washington Street and Park Street. The plans for the storm drainage system required for the Project shall be subject to the prior review and written consent of the Library before Developer obtains any permitting to construct such improvements. However, such written consent of the Library shall not be unreasonably withheld or delayed. Upon Developer’s construction of the storm drainage system in accordance with the plans and specifications approved by the Library and the City’s engineering department, Developer, and its successors and assigns, shall have no further obligation to construct any additional changes or modifications to the storm water drainage system. The Library and Developer, or their respective successors and assigns as Owners of the County Tract and Developer Tract, shall be solely responsible for maintaining the storm water drainage systems constructed on their respective properties upon the issuance of a certificate of occupancy by the City to Developer for the Project, subject to the provisions of Section 5(c) and Section 7(d) herein.

(c) The Library’s review and approval of the plans and specifications for the Walkway Improvement Area and any storm drainage lines or systems constructed pursuant to Section 5(b) of this Agreement as well as the issuance of a certificate of occupancy by the City for the Project shall serve as proof of the Library’s acceptance of its obligations to maintain and repair any above-ground improvements constructed by Developer within the Walkway Improvement Area. This Section 5(c) shall not apply in the event any storm water lines or systems actually constructed within the Walkway Improvement Area differ from the plans originally approved by the Library and such constructed storm water lines or systems adversely impact storm water drainage on the County Tract.

(d) As additional consideration for the County granting the Easements set forth in this Agreement to Developer, Developer shall install a series of three gates at the entrances to the County’s Washington Street parking lot at the location shown on **Exhibit G** attached hereto and incorporated herein by reference to prevent unauthorized vehicles from parking in the County’s parking lot. Developer and the Library shall mutually agree to the type of gate to be installed. The Library shall be solely responsible for the use and maintenance of the gates after installation by Developer.

6. **No Obstruction.** With the exception of landscaping, common area improvements, or roadway improvements located thereon, neither Developer, the County, nor their respective successors and assigns, shall (a) erect any permanent or temporary structures, obstacles or barriers over or across the Easements defined herein that would otherwise interfere with the reasonable use of the Easements by the parties, (b) make use of the Easements which is inconsistent with the uses as set forth in this Agreement, or (c) permit third-parties to place any additional utility lines or associated improvements within the Easements that would unreasonably interfere with the use and operation of such Easements by the parties.

7. **Insurance and Indemnification.**

(a) The Owners of the Developer Tract and the County Tract shall each carry and maintain their own liability insurance policies covering their respective properties and the easement rights contained herein. However, Developer, or its successors and assigns as the Owner of the Developer Tract, shall indemnify, defend, and hold the County and the Library harmless against all claims, demands, losses, damages, liabilities, and expenses and all suits, actions, and judgments (including, but not limited to, reasonable costs and reasonable attorneys' fees) arising during the construction of the Project, except for any such claims, demands, losses, damages, liabilities, and expenses and all suits, actions, and judgments caused by the negligence or misconduct of the County, the Library, or their respective successors, assigns, employees, tenants, invitees, or agents.

(b) Subject to the provisions of Section 7(d) below, the parties understand, acknowledge and agree that Developer shall not be held personally liable or responsible under the indemnification provisions of this Section 7 upon Developer's sale of the Developer Tract to a third-party purchaser of the Developer Tract. Further, the indemnification provisions of this Section 7 shall not apply to any unforeseeable claims, demands, losses, damages, liabilities, expenses, suits, actions, or judgments resulting or caused by any act of God or other cause beyond the reasonably foreseeable or reasonable control of Developer, or its successors and assigns.

(c) In no event shall Developer, or its successors and assigns, be liable to the County or the Library under any provision of this Agreement for any indirect, consequential, incidental or special damages, whether in contract or tort, and including, but not limited to, (i) loss of use, (ii) loss of data or information, however caused, (iii) lost profits or other economic loss, (iv) business interruption, or (v) failure of the County to operate the library on the County Tract.

(d) Notwithstanding anything set forth hereinabove, Developer, or its successors and assigns as Owner of the Developer Tract, shall correct or remedy any reasonable defects caused by faulty materials, equipment or workmanship in connection with the construction of the Walkway Improvements for a period of two (2) years from the date of issuance of a Certificate of Occupancy for the Project.

## **8. Term.**

(a) The Easements, terms, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the Office of the Register of Deeds for Richland County, South Carolina, and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of both Developer, the County, or their respective successors and assigns.

(b) In the event that the building constructed on the Developer Tract is demolished, this Agreement shall automatically terminate without any further action required by the parties and the Agreement along with the Easements contained herein shall be null and void.

(c) In the event that the building constructed on the Developer Tract ceases to be used as a student housing project or any other use allowed by the City under its zoning and building codes, the County or the Library shall have the right to terminate any obligations it has assumed or rights it has granted relating to the Walkway Improvement Area.

**9. Legal Effect.** The Easements created herein shall (a) be an estate prior to any existing or future lease, lien, deed, estate, or encumbrance on the Developer Tract and the County Tract, and any existing mortgagee holding a mortgage lien on the either the Developer Tract or the County Tract shall subordinate such mortgage lien to this Agreement by separate subordination agreement recorded in the Office of the Register of Deeds for Richland County, SC (the "**ROD**"); (b) shall be perpetual and shall run with the properties described herein, be binding upon, and inure to the benefit of the parties hereto, and their respective successors and assigns, and all existing and future mortgagees having an interest in any properties described herein, provided, however, that the rights of such mortgagee having an interest in either all or part of the aforesaid properties shall cease and terminate at such time as the respective mortgage or mortgages of such mortgagee are satisfied and discharged of record, unless such mortgagee shall become a successor-in-title to an Owner of such property by reason of foreclosure or voluntary conveyance of such Owner's interest to such mortgagee; (c) shall be, and are, appurtenant to, and essentially necessary for the enjoyment and use of the Developer Tract and the County Tract; and (d) are made in

contemplation of commercial uses, and are of a commercial character, with respect to all properties, and are intended for the use and benefit of the lessees, tenants, licensees and invitees of the respective Owners. Further, Developer and the County hereby warrant that they have fee simple title to the Developer Tract and the County Tract respectively, and that there are no third-party interests encumbering either the Developer Tract or the County Tract which would prevent the execution and enforcement of this Agreement. **Developer and the County understand, acknowledge and agree that this Agreement shall have no legal effect until such time as (i) Developer takes ownership of the Developer Tract, and (ii) this Agreement is recorded in the ROD.**

**10. No Merger.** It is the express intent of Developer and the County that the Easements granted herein shall not, at any time, merge by operation of law into any future Owner's title or ownership interest in either the Developer Tract or the County Tract, but that the Easements shall remain separate and distinct rights and estates in land. It is further expressly provided that the acquisition hereafter by any other party (including, without limitation, a present or future mortgagee or lessee of either parcel or any portion thereof) of an ownership interest (in fee, leasehold, or otherwise) shall not operate to extinguish, diminish, impair, or otherwise affect the Easements granted herein, which shall remain separate and distinct estates in land.

**11. Limitations.** There are no other easement rights granted by this Agreement other than as expressly stated herein. **Further, Developer and the County, for themselves and their successors and assigns, specifically understand, acknowledge and agree that this Agreement does not confer any rights to Developer, or its successors and assigns, employees, tenants, invitees, or agents, to use the County Tract for parking nor is any easement for parking on the County Tract granted by the County as part of this Agreement.**

**12. Captions, Gender and Number.** Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Whenever the context so requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

**13. Binding Effect.** Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by and against Developer, the County, the Owners and their respective successors and assigns.

**14. Waiver.** Any consent to or waiver of any provision hereof shall not be deemed or construed to be a consent to or waiver of any other provision of this Agreement. Failure on the part of either Developer or the County, or any future Owners of either the Developer Tract or County Tract, to complain of any act or failure to act of any party to this Agreement, irrespective of the duration of such failure, shall not constitute a waiver or modification of the rights and obligations hereunder. No waiver or modification hereunder shall be effective unless the same is in writing and signed by the party against whom it is sought.

**15. Severability.** If any provision of this Agreement shall, in whole or in part, prove to be invalid for any reason, such invalidity shall affect only the portion of such provision which shall be invalid, and in all other respects this Agreement shall stand as if such invalid provision, or other invalid portion thereof, had not been a part hereof. Developer and the County agree that this Agreement shall be enforced to the fullest extent permitted by law. Accordingly, if, in any judicial proceeding, a court shall determine that any provision of the Agreement is invalid or unenforceable as written, Developer and the County consent to an interpretation by such court which shall provide enforcement of this Agreement to the maximum extent permitted by law.

**16. Entire Agreement; Amendment.** This Agreement is the entire agreement and understanding of Developer and the Library with respect to the matters contemplated herein. This Agreement may be amended only by a written instrument executed by the Owners of the Developer Tract and the County Tract against whom enforcement is sought. However, the parties mutually agree to execute any future instrument required to amend any of the exhibits attached to this Agreement as may be necessary to delineate the exact locations of the easements created herein after construction of all improvements on the Developer Tract and the County Tract. The parties understand, acknowledge, and agree that any provision of this Agreement requiring the "consent" or "approval" of the County shall mean and include the written consent of the chief executive officer for the Richland

County Public Library.

**17. Notices.** Whenever notices shall or may be given to any of the Owners, such notice shall be in writing and be either hand-delivered or sent by overnight courier delivery or by mail, adequate and proper postage prepaid and affixed, addressed to the Owner of record of each tract at the address set forth for such Owner in the tax records of the Richland County Assessor. Any such notice shall be deemed to have been given at the time of hand delivery or delivery to Federal Express, UPS or other national delivery service for overnight delivery or at the time it was placed in the United States Mail with proper postage affixed, as the case may be. As long as the County operates a public library on the County Tract, such notices shall be sent or delivered to both the County and the Executive Director of the Richland County Public Library.

**18. Governing Law and Jurisdiction.** This Agreement has been executed and delivered in the State of South Carolina, and its validity, interpretation, performance and enforcement and all matters relating thereto, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina. For purposes of any litigation arising from or related to this Agreement, the parties hereby submit to the jurisdiction of the appropriate state court located in Richland County, South Carolina.

**19. Subordination.** Any mortgage or bond lien encumbering all or any portion of the Developer Tract or the County Tract shall at all times be subject and subordinate to the terms and conditions of this Agreement and any party foreclosing any such mortgage or lien or acquiring title by deed-in-lieu of foreclosure shall acquire title to the Developer Tract or County Tract subject to all terms and conditions of this Agreement. The parties further agree to obtain a subordination agreement from the holder of any existing mortgage or bond lien encumbering the Developer Tract or the County Tract to be recorded simultaneously with this Agreement.

**20. As-Built Locations; Further Assurances.** The exhibits attached to this Agreement show the general locations of the Easements and improvements to be constructed pursuant to the terms of this Agreement. Developer and the County agree to execute and provide for the recordation of any amendments or modifications necessary to confirm the exact location of the Easements and other improvements constructed pursuant to the terms of this Agreement. Such revised exhibits, surveys and amendments shall be subject to the review and approval by both parties at the sole cost and expense of Developer, or its successors and assigns. Upon completion of the Project, Developer shall provide the Library with electronic and hard copies of all as-built plans and drawings for the improvements constructed within the Walkway Improvement Area and the No Obstruction Area, including but not limited to any final civil, mechanical, electrical, or storm water system plans and drawings.

**21. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any other party whose signature appears thereon, and all of such counterparts shall together constitute one and the same instrument.

**22. Escrow.** Upon execution of this Agreement by the parties, the Agreement will be held in escrow by Developer's legal counsel or Chicago Title Insurance Company for future recording in the ROD pursuant to a separate escrow agreement to be signed by the parties. Developer shall record the Agreement in the ROD upon Developer's acquisition of the Developer Tract.

**[SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, Developer has duly executed and delivered this Agreement under seal as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

**DEVELOPER:**

**WASHINGTON & ASSEMBLY, LLC,**  
a \_\_\_\_\_ limited liability company

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
First Witness

\_\_\_\_\_  
Second Witness

STATE OF MISSOURI            )  
  )  
COUNTY OF \_\_\_\_\_        )

**ACKNOWLEDGMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared the within-named **WASHINGTON & ASSEMBLY, LLC**, a \_\_\_\_\_ limited liability company, by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged to me that he executed the foregoing Agreement on behalf of Developer; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

\_\_\_\_\_  
(Signature of Notary Public) (SEAL)

Name: \_\_\_\_\_

Notary Public for the State of Missouri

My Commission expires: \_\_\_\_\_

**[AFFIX NOTARY SEAL OR STAMP BELOW]**



**Exhibit A**

**Legal Description for the Developer Tract**

All those certain pieces, parcels or tracts of land, together with any improvements located thereon, situate, lying and being located on the northwestern side of Washington Street (S-40-135), at its intersection with Assembly Street (S-48), in the City of Columbia, in the County of Richland, in the State of South Carolina, being shown and designated as **TRACT 1, TRACT 2, TRACT 3, TRACT 4, TRACT 5, TRACT 6, and TRACT 7**, on an ALTA/NSPS Land Title Survey prepared for CRG-1401 Assembly, LLC by Survey One, LLC, dated May 2, 2016, last revised November 21, 2019, and recorded \_\_\_\_\_, 2021, in the Office of the Register of Deeds for Richland County, South Carolina, in Record Book \_\_\_\_\_ at Page \_\_\_\_\_; and having the boundaries and measurements as shown on said survey; reference being craved thereto as often as is necessary for a more complete and accurate legal description.

The Developer Tract being the same property conveyed to Developer by (i) deed of Robert Hampton Frierson, Jan Vismor Frierson, Meghan E. Frierson a/k/a Maghan E. Frierson, and Robert Justin Frierson, dated \_\_\_\_\_, 2021, and recorded \_\_\_\_\_, 2021, in Record Book \_\_\_\_\_ at Page \_\_\_\_\_; (ii) deed of Estelle H. Frierson, dated \_\_\_\_\_, 2021, and recorded \_\_\_\_\_, 2021, in Record Book \_\_\_\_\_ at Page \_\_\_\_\_; (iii) deed of Rebecca Ann F. Sox, William Alan Sox, Susan Agnes Frierson, and Rebecca Ann F. Sox, as Custodian under the Uniform Gift to Minors Act for Vivian Estelle Sox, dated \_\_\_\_\_, 2021, and recorded \_\_\_\_\_, 2021, in Record Book \_\_\_\_\_ at Page \_\_\_\_\_, and (iv) by deed of CRG - 1401 Assembly, LLC, dated \_\_\_\_\_, 2021, and recorded \_\_\_\_\_, 2021, in Record Book \_\_\_\_\_ at Page \_\_\_\_\_.

TMS No(s): 09013-03-06, 09013-03-07, 09013-03-08, 09013-03-10, 09013-03-11, 09013-03-12, 09013-03-13, and 09013-03-09

## Exhibit B

### Legal Description for the County Tract

All that certain piece, parcel or lot of land, containing Sixty-Nine Thousand Three Hundred Eighty-Five (69,385) square feet, more or less, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, more fully described on that certain plat of property surveyed for MS Investments by B.P. Barber & Associates, Inc., dated December 9, 1977, and recorded in the Office of the Register of Deeds for Richland County, SC, in Plat Book Y, Page 486; and having the boundaries and measurements as shown on said survey; reference being craved thereto as often as is necessary for a more complete and accurate legal description.

**EXCEPTING from the above-described property** that portion of the property conveyed to the Columbia Development corporation by deed of the City of Columbia, recorded March 25, 1983, in Deed Book D-641, Page 482, the office of the Register of Register of Deeds for Richland County, SC.

### AND ALSO

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being located in the City of Columbia, County of Richland, State of South Carolina, being shown and delineated as **Parcel A, containing 0.051 Acres**, also shown as containing 2,218 square feet, more or less, on a plat prepared for Richland County Library by Survey One, LLC dated June 29, 2017 and recorded in **Plat Book 2246 at Page 3349** in the Register of Deeds for Richland County; and having such metes and bounds as will be shown by reference to said plat. The metes and bounds as shown on said plat are incorporated herein reference.

### AND ALSO

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being on the western side of Assembly Street, between Washington Street and Hampton Street (formerly Plain Street), in the City of Columbia, State of South Carolina, being irregular in shape, beginning at a point on the Western side of said Assembly Street, One Hundred Fifty-Six (156') feet, more or less, South of the intersection of the said Hampton Street (formerly Plain Street), and running thence straight West Two Hundred Eight feet Eight inches (208'8"), more or less; thence turning and running straight South Twenty feet Six inches (20'6"), more or less; thence turning and running straight West Fifty-Four feet Four inches (54'4"), more or less; thence turning and running straight South Forty feet Four inches (40'4"), more or less; thence turning and running straight North Eight feet Ten inches (8'10"), more or less; thence turning and running straight East Two Hundred Eight feet Eight inches (208'8"), more or less, to said Assembly Street; and thence turning and running straight North along said Assembly Street Fifty-Two feet Two inches (52'2"), more or less, to the point of commencement; being bounded on the North by lots now or formerly of Rawls, Dunlap and Estate of Charles Logan; on the East by said Assembly Street and lot now or formerly of Vroman; on the South by lots now or formerly of Vroman and of Newton; and on the West by lots now or formerly of Starling and the Estate of Charles Logan, all measurements being more or less.

### AND ALSO

ALL that certain piece, parcel or lot of land with the improvements thereon supposed to contain one fourth (1/4) of an acre, more or less, situate, lying and being in the City of Columbia, County of Richland, in the state aforesaid, on the north side of Washington Street, between Assembly and Park Streets, being designated as 1009 Washington Street, and fronting thereon for a distance of approximately fifty-two (52) feet, more or less; said lot being bounded on the east by lot formerly belonging to R. Hennessee, on the west by a lot formerly belonging to one Bronson, on the north by lot formerly belonging to Pollock and Levy, and on the south by the said Washington Street.

**AND ALSO**

ALL that lot or parcel of land, with improvements thereon, situate, lying and being on the west side of Assembly Street, between Washington and Hampton Streets, in the City of Columbia, County of Richland, State of South Carolina, being known and designated as Lot No. 2 on a plat of the Levy Lands made by V.B. Mills, City Surveyor, dated the 19th day of December, 1885, and recorded in the Office of the Clerk of Court for Richland County in Deed Book "P" at page 473, and bounded on the north by Lot No. 3 on said plat and measuring thereon two hundred eight feet and four inches 208 '4"), more or less, east by Assembly street and measuring thereon fifty-two (52 1 ) feet, more or less, south by lot of Sweeney, and west by lot now or formerly of Newton, said lot being in shape a rectangle.

**AND ALSO**

ALL that certain piece, parcel or lot of land, together with the improvements thereon, and known as 1406 Park street, in the City of Columbia, County of Richland, and State of South Carolina, said lot is shown on the Tax Map on file in the office of the Auditor for Richland County Tax Map 9013-3-19 said lot fronts on Park Street forty-eight (48') feet and runs back in parallel lines for a distance of one hundred five (105') feet; being a portion of the property conveyed by deed of Leroy P. Hardy, Jr. recorded in the office of the Register of Mesne Conveyance for Richland County in Deed Book 292 at page 875.

**AND ALSO**

ALL those pieces, parcels or lots of land, with the improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, known as 1005 and 1007 Washington Street, the same being shown on a plat prepared for Brady E. Hair by Belter & Associates, dated May 20, 1974 and recorded in the RMC Office for Richland County in Plat Book 45 at page 964; and being more particularly shown on a plat prepared for Kie-Bag Associates by Cox and Dinkins, Inc., dated February 6, 1989, to be recorded, and according to said latter plat, having the following measurements and boundaries, to-wit: on the North along property now or formerly of Bagwell, whereon it measures for a total distance of 54.25 feet; on the East along property now or formerly of Bagwell, whereon it measures 66.09 feet; on the South along Washington street, on which it fronts, whereon it measures for a total distance of 54.03 feet; and on the west along property now or formerly of Mauterer, et al, whereon it measures 66.00 feet. Be all said measurements a little more or less.

**AND ALSO**

ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being on the northern side of Washington Street, currently known as 1003 1/2 Washington Street, in the City of Columbia, South Carolina, and shown on that plat prepared for Columbia Center Associates II by Cox and Dinkins, Inc., dated June 24, 1989, to be recorded and according to said plat, having the following measurements and boundaries, to-wit: On the North along property now or formerly of Hardy, whereon it measures 9.50 feet: on the East along property now or formerly of Hair, whereon it measures 65.93 feet: on the South along Washington Street, wherein it measures 9.50 feet; and on the West along property now or formerly of Williams, whereon it measures 65.90 feet; be all said measurements a little more or less. Subject, however, to an encroachment as shown on the above mentioned plat of Cox & Dinkins, Inc.

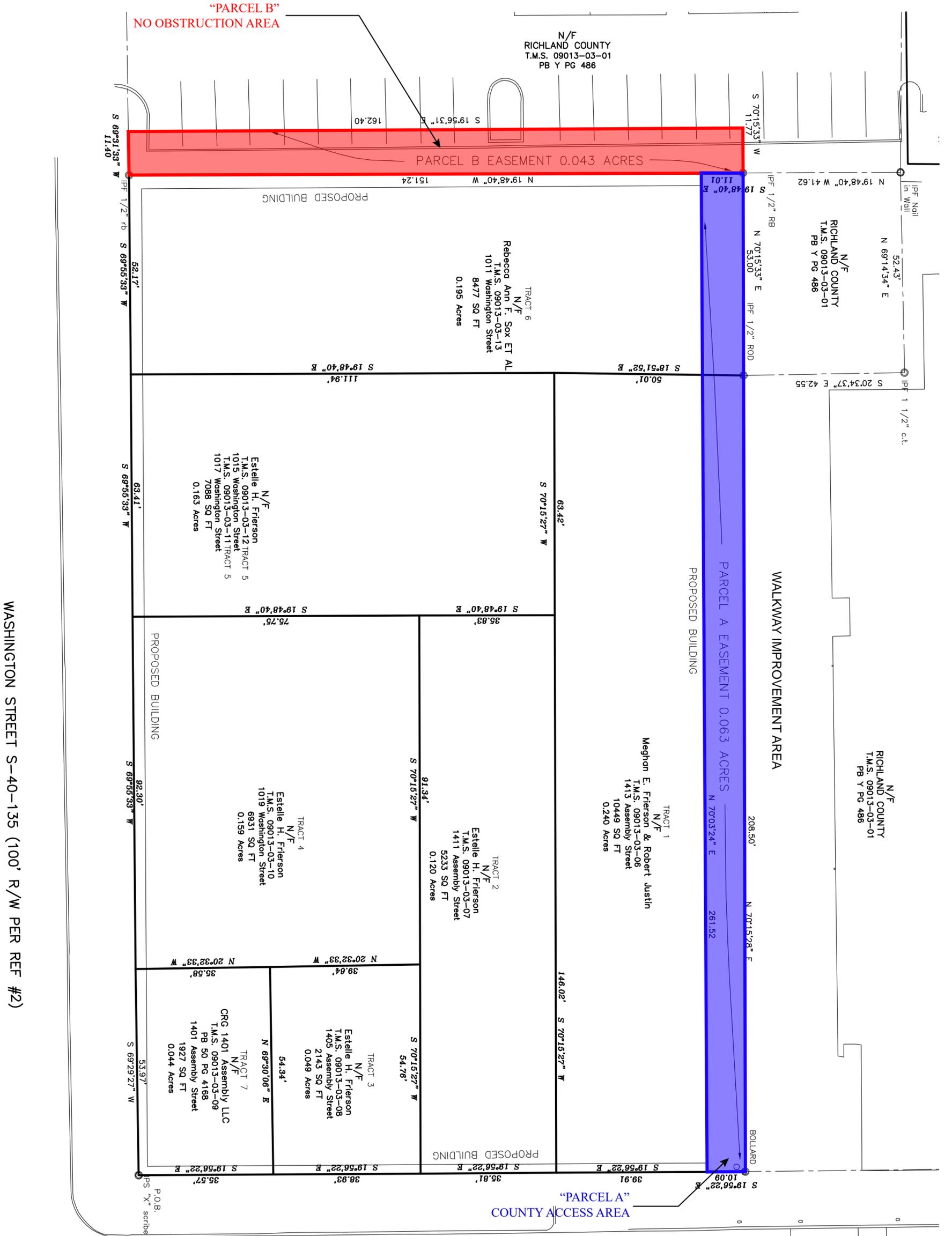
This being the same property conveyed to the County by (i) deed of the City of Columbia, South Carolina, dated January 15, 1991, and recorded January 14, 1991, in Deed Book D-1014 at Page 764; (ii) deed of Vivian Estelle Sox Warner formerly Vivian Estell Sox, dated August 29, 2017, and recorded September 27, 2017, in Record Book 2247 at Page 512; (iii) deed of Rebecca Frierson f/k/a Rebecca Ann F. Sox, Susan Frierson Price f/k/a Susan Agnes Frierson, and Rebecca Frierson f/k/a Rebecca Ann F. Sox, as Custodian under the Uniform Gift to Minors Act for Vivian Estelle Sox, dated August 22, 2017, and recorded September 27, 2017, in Record Book 2247 at Page 504, (iv) deed of L.S. Rivkin, dated January 16, 1991, and recorded January 17, 1991, in Deed Book D-1014 at Page 996; and (v) deed of Columbia Center Associates II, a South Carolina general partnership, dated January 8, 1991, recorded January 11, 1991 in Deed Book D-1014 at Page 454 and re-recorded in Deed Book D-1016 at Page 843.

TMS No.: 09013-03-01

**Exhibit C**

**County Access Area and No Obstruction Area**

EXHIBIT C  
NO OBSTRUCTION AREA AND COUNTY ACCESS AREA



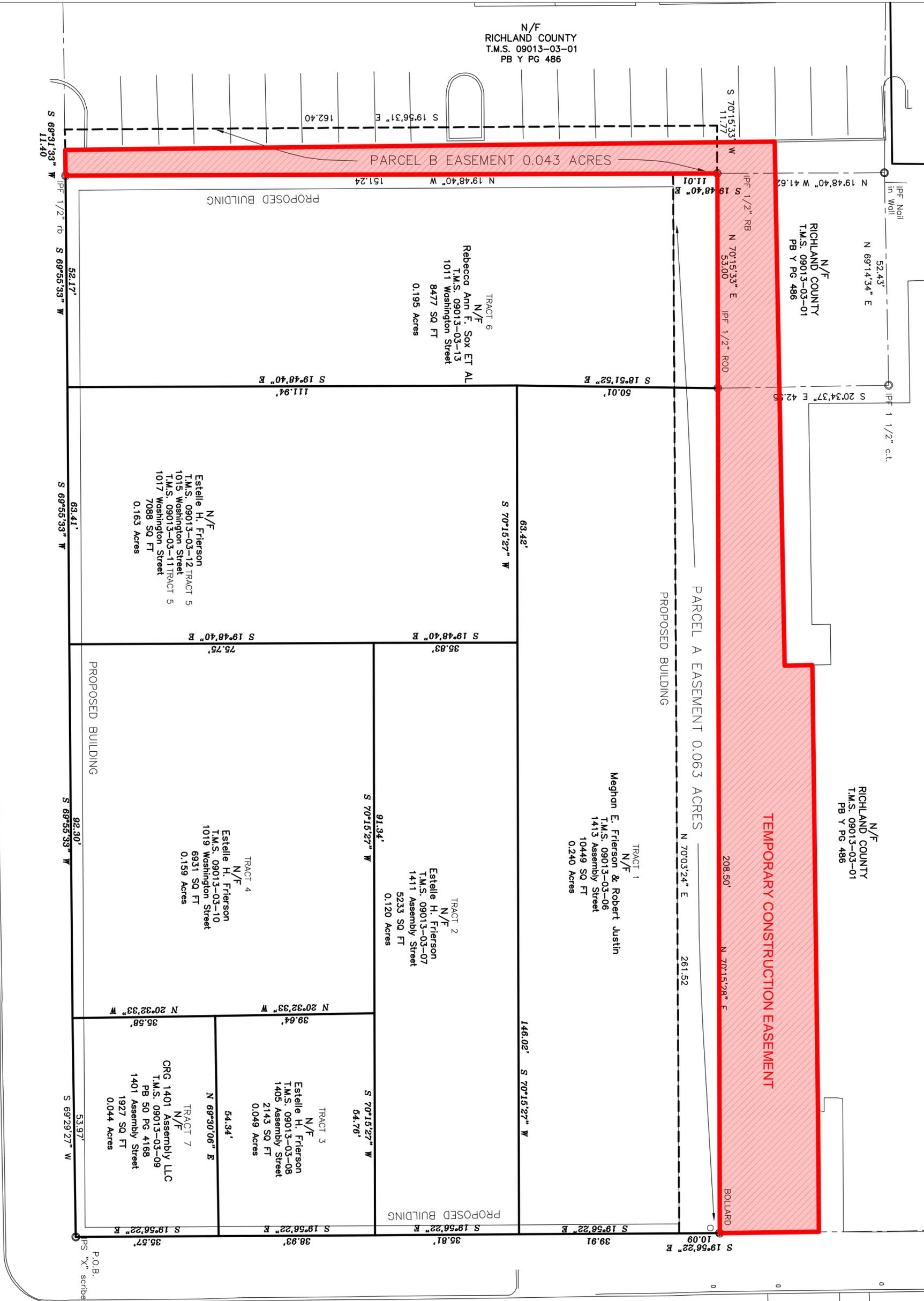
ASSEMBLY STREET S-48 (150' R/W PER REF #1 & REF #2)

**Exhibit D**

**Temporary Easement Area**

EXHIBIT D  
TEMPORARY EASEMENT AREA

WASHINGTON STREET S-40-135 (100' R/W PER REF #2)



ASSEMBLY STREET S-48 (150' R/W PER REF #1 & REF #2)

## Exhibit E

### Scope of Walkway Improvements

#### **WALKWAY IMPROVEMENTS OUTLINE SPECIFICATIONS**

**Columbia, SC**

#### **1. PROJECT OVERVIEW**

- a. Developer intends to develop a new private student dormitory complex at the 0.97 acre site at 1401 Assembly Street in Columbia, SC.
- b. The project shall consist of a multistory building with a concrete structure.
- c. As a part of the scope of the project, Developer has agreed to construct the Walkway Improvements as described in the following outline specifications and drawings dated January 28, 2020, as amended.

#### **2. CODES, STANDARDS, AND OTHER REQUIREMENTS**

- a. All design and construction shall be in accordance with all applicable local, state and federal codes and standards, ADA and Fair Housing requirements, any known or expected interpretations or requirements put upon the project by any Authority Having Jurisdiction (AHJ) at the time of GMP preparation.
- b. All subcontractor permits, as well as any permits required for road or sidewalk closures, shall be obtained prior to the commencement of the work.
- c. Flatwork, paving, and foundations shall be designed in full accordance with the recommendations made in any geotechnical reports issued during the schematic design phase.

#### **3. SITEWORK**

Site work shall include excavation, demolition, site clearing, removal of underground obstructions, material haul-off, establishing new utility connections as required, paving, site lighting, and all other necessary work at or below grade, both on-site and within the public right of way, required to complete the building and site improvement work.

- a. Demolition
  - i. The planter retaining wall that abuts the library's southern façade will be cut to 10" high, beginning west of the intake grate at the top of the site and following the slope of the ramp that runs alongside it. The slope of the wall will maintain the 10" height to the door of the children's section of the library at the bottom of the site.
  - ii. All concrete to the south of the planter retaining wall shall be removed.
  - iii. The existing retaining wall that extends from Assembly to the library's rear parking lot at the bottom of the site will be removed to finished grade.
  - iv. The library's existing storm water retention tank shall not be disturbed by the demolition activities on site.
- b. Underground Utilities
  - i. Any underground utilities included within the Walkway Improvements shall be contained within the Developer Tract.

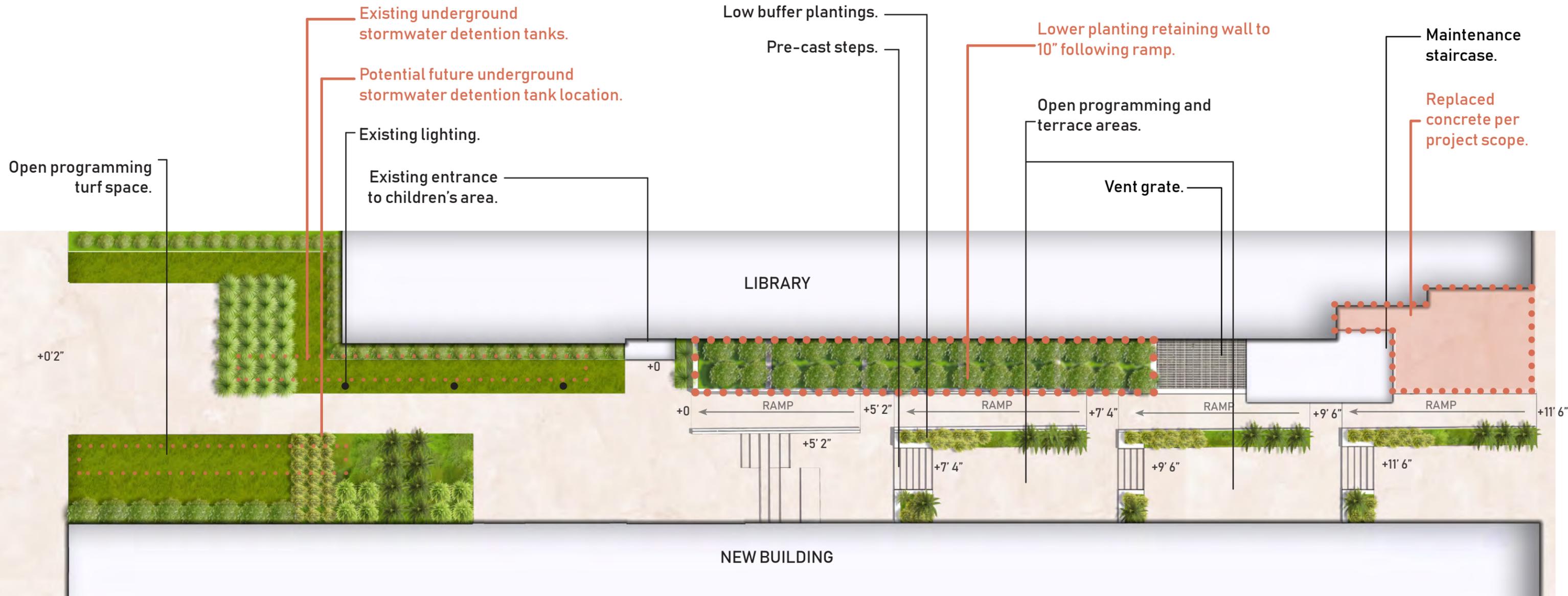
## Exhibit E

### Scope of Walkway Improvements (continued)

- ii. Developer shall provide additional storm water detention capacity as required due to the Walkway Improvements and the resulting increase in impervious area. Developer shall share all civil engineering drawings with the County as they are produced.
  
- c. Curbs & Sidewalks
  - i. Provide new public walkways, curbs, and ADA ramps in substantial conformance with the attached plan and renderings dated January 28, 2020, as amended.
  - ii. Paving sections shall conform to geotechnical recommendations and civil engineering drawings.
  - iii. Signage shall be provided as required by code.
  - iv. New flatwork will receive a surface retardant (Top Cast by Grace, or equal) with a light sandblast finish.
  - v. The steps will be pre-cast concrete treads, including the amphitheater. The amphitheater seating steps are 1' 3" high and 3' 2" wide to allow for comfortable terraced seating.
  - vi. The new retaining walls for the planting buffer between the ramp and new pavement will be cast in place concrete to match existing walls.
  - vii. The pavement at the top of the maintenance staircase directly adjacent to the library along Assembly will be replaced.
  
- d. Landscaping
  - i. Plant materials shall include shrubs, perennials, grasses, and turf either naturalized or native to the Columbia, SC region and designed to comply with local zoning requirements.
  - ii. Plant materials shall be selected based on light availability and function. There will be three mixes: part shade flex space, deep shade buffer, and entry part shade.
  
- e. Site Lighting
  - i. Festoon and sconce lighting will be added to the site. Existing pedestrian pole site lighting will remain the same.
    - 1. Festoon Lighting Product:
      - a. Tokistart Exhibitor or equal
    - 2. Sconce Lighting Product:
      - a. 24" textured bronze Sonneman "Sideways" or equal
  
- f. Railings
  - i. All railings will be galvanized steel painted handrail with Tnemec paint finish. The railing will be core drilled into the concrete surface. Existing railings shall be removed.

#### **4. MURAL**

The mural will be produced by local artist mutually acceptable to both Developer and the County. Representatives from the Richland County Main Library shall manage the search for the appropriate local artist. Both the County and Developer shall review mural mockup and concept presentations, and shall each have approval rights regarding the artist and mural subject matter. Developer has budgeted \$15,000 for the mural.



FESTOON  
LIGHTING  
AMPHITHEATER

SCONCES

LOW  
PLANTING  
LIBRARY  
ENTRANCE  
SERVICE  
STAIRWELL



01.28.20  
LOOKING  
WEST

Lamar Johnson  
Collaborative

FESTOON LIGHTS

SERVICE STAIR

PLANTING BUFFER

SCONCES

MURAL

3' HT WALL

01.28.20  
LOOKING  
EAST

Lamar Johnson  
Collaborative

SLOPING  
PLANTING  
EXISTING  
LIGHTING  
LIBRARY  
ENTRANCE

FESTOON LIGHTS

SCONCES

AMPHITHEATER

MURAL

PLANTING BUFFER

FLEXIBLE  
GREENSPACE

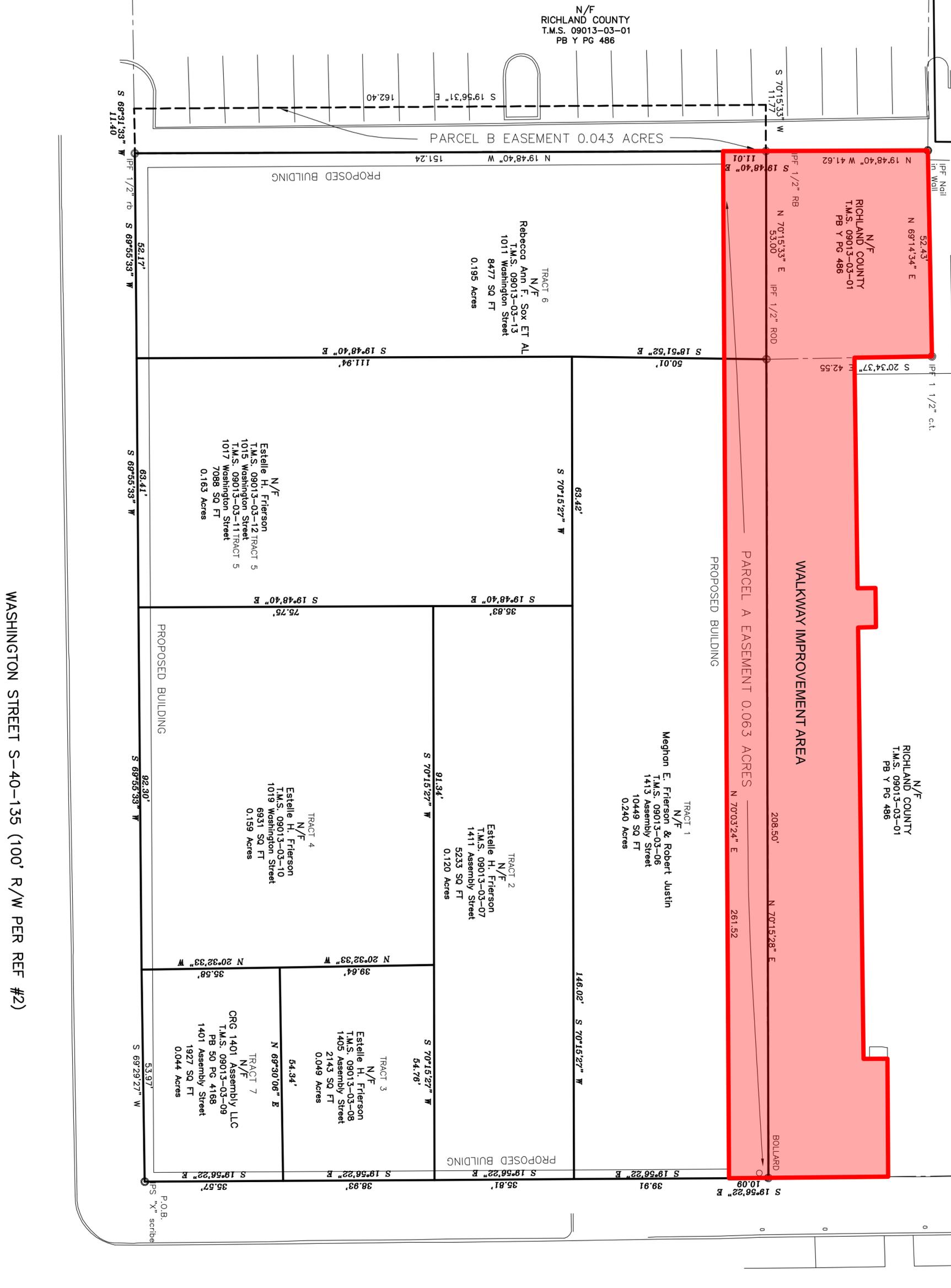
01.28.20  
LOOKING  
EAST

Lamar Johnson  
Collaborative



**Exhibit F**

**Location of Walkway Improvement Area**



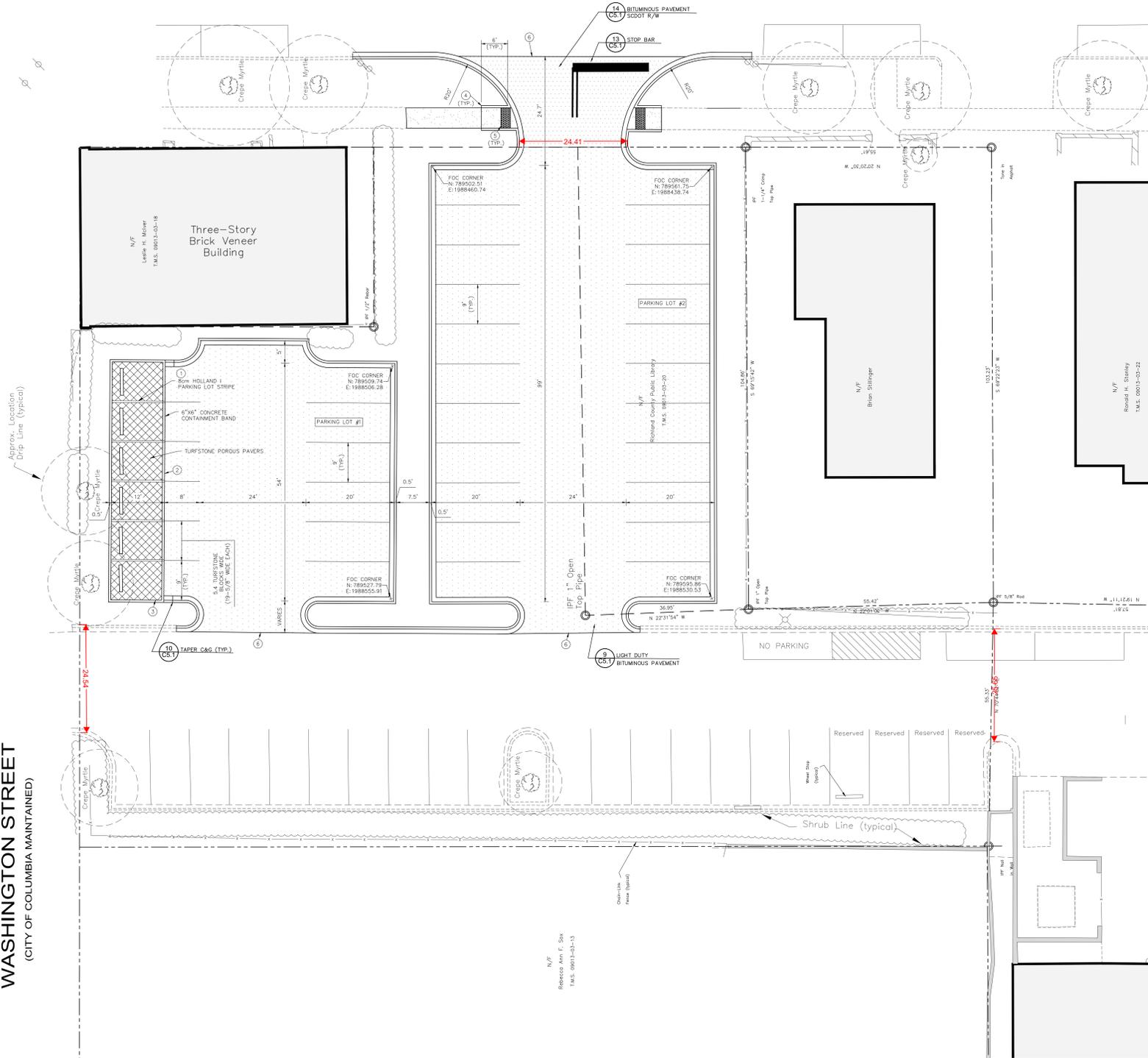
ASSEMBLY STREET S-48 (150' R/W PER REF #1 & REF #2)

WASHINGTON STREET S-40-135 (100' R/W PER REF #2)

**Exhibit G**  
**Gate Locations**

**WASHINGTON STREET**  
(CITY OF COLUMBIA MAINTAINED)

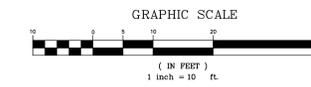
**PARK STREET**  
(90' R/W) (CITY OF COLUMBIA MAINTAINED)



**LEGEND**

NEW	EXISTING	DESCRIPTION
N/A	Symbol with arrow	BENCHMARK/CONTROL POINT
N/A	Symbol with dashed lines	BUILDING
N/A	Symbol with dashed lines	CURB AND CUTTER
N/A	Symbol with dashed lines	CONCRETE SURFACE
N/A	Symbol with dashed lines	BITUMINOUS SURFACE
①	Symbol with dashed lines	CHAIN LINK FENCE
①	Symbol with dashed lines	KEY NOTE REFERENCE

- KEY NOTES**
- INSTALL HOLLAND 1-8m PARKING LOT "STRIPES" BETWEEN SPACES.
  - INSTALL 6"x6" CONCRETE BAND AROUND POROUS PAVERS AS INDICATED.
  - CUT TURFSTONE BLOCK AS NEEDED TO FIT WITHIN 9" WIDE SPACE AGAINST CURB AND CUTTER (TYP.).
  - INSTALL CURB RETURN FOR 6" FROM GUTTER ON PARK STREET SIDE OF SIDEWALK TO PROVIDE 12:1 RAMP FOR HC ACCESS.
  - INSTALL 24" CAST IN PLACE TRUNCATED DOME DETECTABLE WARNING SYSTEM AS MANUFACTURED BY ADA SOLUTIONS OR APPROVED EQUAL (YELLOW). WIDTH TO MATCH EXISTING SIDEWALK.
  - PLACE NEW ASPHALT FLUSH WITH EXISTING ASPHALT.



No.	Description	Date	Revised By	Drawn By	Check By	Date



vii) The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is **\$0.00**.

viii) As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as **Grantee**.

ix) I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisonment not more than one year or both.

**Responsible Person Connected with the Transaction**

**WASHINGTON & ASSEMBLY, LLC**

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

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

**SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, **2021**.

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

Notary Public for the State of South Carolina

My Commission Expires: \_\_\_\_\_



**Item Pending Analysis**

<b>Prepared by:</b>	Brian Crooks, AICP	<b>Title:</b>	Interim Planning Services Manager
<b>Department:</b>	Community Planning and Development	<b>Division:</b>	Planning Services
<b>Date Prepared:</b>	February 16, 2021	<b>Meeting Date:</b>	February 23, 2021
<b>Approved for Consideration:</b>	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
<b>Committee:</b>	Development & Services Committee		
<b>Agenda Item/Council Motion:</b>	Affordable Housing		

**EXECUTIVE SUMMARY (NARRATIVE STATUS):**

At the May 21, 2020 Development & Services [D&S] Committee meeting, the Legal Department submitted an item regarding a motion by Ms. Terracio for establishing an affordable housing trust fund. The Committee decided to hold the item in D&S in order to explore the request further. At the next D&S Committee meeting on June 23, 2020, under items pending analysis, the Committee discussed the motion further. Staff provided information on the item, specifically, that Administration was convening an Internal Workgroup to address the item in a comprehensive manner related to affordable housing.

The Workgroup developed an issues briefing related to affordable housing in the County and presented it at the July 28, 2020, D&S Committee meeting. This issues briefing included background on affordable housing needs, along with current policies, programs, and related efforts underway by the County. It also explored potential barriers for affordable housing specific to Richland County and identified actions the County could undertake to address affordable housing needs. Included in that issues briefing were recommended actions, with the first step to establish an affordable housing advisory committee. The Workgroup recommended to the Committee that staff begin exploring the affordable housing committee as the first step.

The Committee had several comments and questions related to the affordable housing committee that the Workgroup addressed in a subsequent briefing document at the September 22, 2020, D&S Committee meeting. Per the Committee’s direction, the Workgroup provided more details on the recommended make-up and outlook of an “Affordable Housing Advisory Committee,” including a specified purpose, general structure and potential membership, and detailed parameters for the operation and outcomes of such a committee.

The Committee accepted the Workgroup’s update as information. Ms. Terracio noted that there were various similarities between what the Internal Workgroup recommended and the City of Columbia’s Affordable Housing Taskforce, of which she is a member. Given the similarities, members of the Committee thought it prudent to explore how the County might partner with the City around this initiative. No additional action or further direction was provided on this item during the September 22, 2020 meeting.

No additional information or direction has been provided at subsequent Committee meetings to date.

#### KEY ACCOMPLISHMENTS/MILESTONES:

- Legal Department provides initial briefing document related to Ms. Terracio's motion at May 21, 2020 D&S Committee.
- Administration convenes internal working group made up of relevant staff from Community Planning & Development, Government & Community Services, and Economic Development in May of 2020.
- Internal Workgroup develops and provides initial Issues Briefing on Affordable Housing in Richland County at July 28, 2020 D&S Committee.
- D&S Committee provides direction on next steps related to exploring and establishing an Affordable Housing Advisory Committee [AHAC].
- Internal Workgroup establishes a recommended framework on the purpose, structure, and goals and objectives for the AHAC per the Committee's direction and presents it at the September 22, 2020 D&S Committee meeting.
- Await further information on how to collaborate or reduce overlap with efforts being done by the City of Columbia.

#### CRITICAL ISSUES:

One issue to address is the need for direction on how to move forward with the AHAC as the first priority step. The Workgroup has provided their recommended framework for establishing such a group if such is the will of Council. Based upon the most recent discussion, it seemed that Council may want to look at how this could be incorporated or established in cooperation with the City of Columbia's Affordable Housing Taskforce. Likewise, per the discussion on the item during the September meeting, staff can begin moving forward with any of the other recommended action steps, but the AHAC would need to be established to vet and further refine any recommended actions, policies, etc., brought forth by the Workgroup.

A similar issue, related to the first, is reliance upon and waiting for the City of Columbia to make any decisions. While the Workgroup agrees that the County should look to partner, assist and/or collaborate with Columbia, the County operates in a different context and should be planning as such. Similarly, the jurisdictional mismatch becomes problematic as priorities, locations, targets and implementation actions develop. A strategy or action that works for Columbia may not have relevance or applicability in unincorporated Richland County. The County, therefore, needs to take its own approach, and work similarly but in certain instances separately.

#### TOP RISKS/CONCERNS:

One general concern is how the recommended actions and priority steps are to be implemented. As noted in the initial briefing document, each of the actions holds merit on its own but will likely fall short in having a significant impact. In conjunction, the various actions have the ability for greater and lasting influence on affecting the climate of affordable housing in the County. As such, the risk of a haphazard or

uncoordinated implementation could be problematic in addressing the root concerns around affordable housing.

Additionally, another concern is having a defined direction for affordable housing. There needs to be an overall vision, goals and objectives established by the Council. The Workgroup made a few recommendations on this but would not recommend moving further until Council comes to consensus around a clear vision.

The lingering pandemic continues to be a concern related to the issue of affordable housing. The pandemic has already proven a potential threat in its impact on housing related issues such as looming evictions, decreases in wages/job loss and an overall increase in need for housing as refuge. The longer the pandemic continues the more pressing tending to these housing related issues will become.

**PENDING ACTIONS/DELIVERABLES AND ANTICIPATED COMPLETION DATES:**

No pending actions or deliverables exist at this time. This is to be determined at the discretion and will of the Committee.



**Item Pending Analysis**

<b>Prepared by:</b>	Mike Zaprzalka	<b>Title:</b>	Interim Building Inspection Manager
<b>Department:</b>	Community Planning & Development	<b>Division:</b>	Building Inspections
<b>Date Prepared:</b>	February 18, 2021	<b>Meeting Date:</b>	February 23, 2021
<b>Approved for Consideration:</b>	Assistant County Administrator	Ashley M. Powell, Assoc. AIA, AICP	
<b>Committee:</b>	Development & Services Committee		
<b>Agenda Item/Council Motion:</b>	I move to direct the County Attorney to work with the County Administrator to research and draft an absentee landlord ordinance. The ordinance should provide potential remedies for individuals who violate county ordinances and provide, via supplemental documentation, a comprehensive review of the legal impacts [potentially] associated with the adoption of such an ordinance. [NEWTON and DICKERSON]		

**EXECUTIVE SUMMARY (NARRATIVE STATUS):**

During County Council's May 21, 2020 Development and Services Committee meeting, Council Members directed County Legal and Administration Departments to draft and provide a comprehensive review of the potential legal impacts associated with adopting an ordinance that addresses owner/landlord standards for residential rental properties.

Administration directed the establishment of a staff-led workgroup comprised of personnel from the Community Planning and Development Department (Business Service Center, Zoning and Development Services, Building Inspections, and Assessor’s Office), Public Works Department (Waste Management), Sheriff’s Department and Animal Care, which reviewed the draft ordinance. The workgroup then presented an issues briefing that identified potential barriers to implementation as well as outlined administrative, operational and financial implications presented by the then current version of the ordinance. Initial discussions around the version of the ordinance that was proposed and the workgroup’s recommendations for operationalizing it indicated that the approach might be too comprehensive and not specific to the intent of the maker(s) of the motion.

The Legal Department offered to redraft the ordinance to capture more of what they believe to be the intent of the maker(s) of the motion. County Legal indicated it believes the intent is to address the “nuisances” on the landlord held property rather than the building code compliance/violations aspect via this particular ordinance.

Legal has since drafted an ordinance that is based on this understanding.

The workgroup reviewed the re-drafted ordinance and shared recommendations with Legal. Legal is in receipt of those suggestions and will make applicable edits. Once edits are made, the workgroup will convene to further outline administrative, operational and financial implications presented by the draft ordinance.

No additional information or direction has been provided at subsequent Committee meetings to date.

#### KEY ACCOMPLISHMENTS/MILESTONES:

- Workgroup provided committee an in-depth Briefing Document for the initial ordinance draft.
- Legal provides a re-draft of ordinance with a focus on nuisances
- Workgroup provides feedback to Legal on the newly drafted ordinance.

#### CRITICAL ISSUES:

There are still areas that will need direction to proceed with the ability to execute such an ordinance. As written, the ordinance relies heavily on self-policing by the owners/owner agents because staffing does not facilitate inspections, violation point tracking, and tenant complaints without all the other stakeholders' help.

The ordinance places the responsibility on the Business Service Center, which currently operates with a staff of four employees. Staffing will be critical issue moving forward.

Tracking and enforcement of the violation point system is another critical issue with the execution of the ordinance. When addressing the "nuisance," there is concern there should be two categories enforced: property nuisances and tenant nuisances. The ordinance currently treats the two the same when assigning violation points.

#### TOP RISKS/CONCERNS:

One general concern is the cost of implementing such an ordinance. As outlined in the initial briefing document, there will be many factors to be considered such as hiring & training new staff, system development and user training, and public awareness briefings.

#### PENDING ACTIONS/DELIVERABLES AND ANTICIPATED COMPLETION DATES:

Legal is in the processes of making content changes. Once this is completed, the ordinance will return to the workgroup to outline implementation/execution criteria. No completion date has been set.