

Report Of The Chairman

Open/Close Public Hearings

5. An Ordinance Amending the Richland County Code of Ordinances; Chapter 6, Buildings and Building Regulations; Article III, Building Codes; Section 6-84, Boarded-Up Structures; Subsection (d), Paragraph (1); so as to change the language, “The Permit Fee Shall be \$25.53 for Residential Buildings and \$51.05 for Mixed-Use and Commercial Buildings” to “The Permit Fee Shall be charged at the rate on the current Richland County Fee Schedule”

Approval Of Consent Items

6. An Ordinance Amending the Richland County Code of Ordinances; Chapter 6, Buildings and Building Regulations; Article III, Building Codes; Section 6-84, Boarded-Up Structures; Subsection (d), Paragraph (1); so as to change the language, "The Permit Fee Shall be \$25.53 for Residential Buildings and \$51.05 for Mixed-Use and Commercial Buildings" to "The Permit Fee Shall be charged at the rate on the current Richland County Fee Schedule" **[THIRD READING]**
[PAGES 25-29]
7. 15-15MA
CCW Bluff Rd, LLC
HI to LI (2.5 Acres)
1400 Bluff Rd.
11209-03-05 **[SECOND READING]** **[PAGES 30-31]**
8. 15-26MA
Jeff & Jodi Salter
RS-MD to OI (5 Acres)
2304 Clemson Rd.
20200-01-01 **[SECOND READING]** **[PAGES 32-33]**
9. 15-27MA
Robert Berger
RU to NC (3.53 Acres)
4154 Hard Scrabble Rd.
20200-03-30 **[SECOND READING]** **[PAGES 34-35]**
10. 15-28MA
Kay Evans
RU to RS-MD (14 Acres)
Riding Grove Rd.
28900-01-27/28/31 **[SECOND READING]** **[PAGES 36-37]**
11. 15-30MA
M. B. Arnold
RM-HD to GC (.64 Acres)
1555 & 1557 Daulton Dr.
17012-03-11 & 12 **[SECOND READING]** **[PAGES 38-39]**
12. 15-31MA

Elton Johnson
GC to RS-MD (.97 Acres)
6423 Monticello Rd.
09401-06-07 [SECOND READING] [PAGES 40-41]

13. SCE&G Utility Easement- Jim Hamilton Blvd [PAGES 42-49]
14. Motion to Withhold County Funding From Any Neighborhood/Community/HOA Which Does not Allow Public Attendance and/or Denies Access to Anyone [PAGES 50-52]
15. Motion to Direct the Administrator and Staff to Abide by all Policies, Directives, Guidelines and Ordinances set by Council; Action Plan for Violations [PAGES 53-59]
16. One Year Extension of County-City 911 Intergovernmental Agreement [PAGES 60-67]
17. An Ordinance Authorizing a lease to United Way of the Midlands for 5178± square feet of space at 2000 Hampton Street, 3rd Floor and _____ square feet of space at 2000 Hampton Street, 4th Floor [FIRST READING] [PAGES 68-82]
18. Approval of Sponsorship/Donation Payments [PAGES 83-86]

Second Reading Items

19. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article II, Rules of Construction; Definitions; Section 26-22, Definitions; so as to alter the definition of "Subdivision" [PAGES 87-92]
20. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (c), Processes; Paragraph (3), Major Subdivision Review; Subparagraph D, Bonded Subdivision Plat Review and Approval; Clause 6, Recordation; and Subparagraph E, Final Subdivision Plat Review and Approval; Clause 6, Recordation; so as to properly cross-reference two subsection [PAGES 93-95]
21. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to add townhouses as a permitted use with special requirements in the RM-MD and RM-HD Zoning Districts [PAGES 96-102]

Report Of Administration And Finance Committee

22. Lease Agreement; Warehouse for Richland Library during Capital Program [PAGES 103-121]

Report Of Rules And Appointments Committee

1. Notification Of Appointments

23. Board of Zoning Appeals - 1: [PAGES 122-133]
 - a. William Starks

- b. Gerald A. Lee
 - c. Betty J. Hines
 - d. Ray Borders Gray
 - e. William Wallace Smith, Sr.
24. Planning Commission - 1: **[PAGES 134-139]**
- a. Nathan Halydier
 - b. Anna Grubic

Other Items

25. **REPORT OF PINWOOD LAKE AD HOC COMMITTEE:**

- a. Operations Plan
- b. Emergency Construction of Restrooms
- c. Contract Agreement *[EXECUTIVE SESSION]*

26. **REPORT OF THE SEWER AD HOC COMMITTEE:**

- a. Consulting Services for Richland County Utilities Department

- 1. Move to engage a private entity to temporarily manage the Utilities Department while performing an assessment of the Department to determine how it should be managed in the future. **[Washington]**

- 27. A Resolution to appoint and commission Raymond C. Smith as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County **[PAGES 142-143]**

Citizen's Input

- 28. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

- 29.
 - a. Resolution recognizing Chaplain Carnell Johnson on being named 2015 Correctional Volunteer of the Year **[MALINOWSKI]**
 - b. Move that Richland County Council pass a resolution requesting the State Legislature remove the Confederate Battle Flag from the State House grounds **[ROSE]**
 - c. Request that Richland County Council pass a resolution that states to Governor Nicki Haley and the Richland County Legislative Delegation that, Richland County Council will not support

racial discrimination and the practice of hate crimes or terrorism, foreign or domestic, against an individual or specific group of people. As a collective group, Richland County Council is a non-discriminatory body, who supports individual liberty and the pursuit of happiness for all people. We respectfully request that immediate action be taken to remove the Confederate Battle Flag that flies on the grounds of the South Carolina State House which sits in the County of Richland. [JACKSON]

d. Allow Council Members to electronically participate in ad hoc committee meetings [WASHINGTON]

Adjournment



Special Accommodations and Interpreter Services

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

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

Richland County Council Request of Action

Subject

- a. Resolution recognizing Deputy Trobatin Johnson for his act of heroism in rescuing two citizens when their boat capsized on Pinewood Lake **[JACKSON]**

Richland County Council Request of Action

Subject

- a. Regular Session: June 16, 2015 [**PAGES 8-16**]
- b. Zoning Public Hearing: June 23, 2015 [**PAGES 17-21**]

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

REGULAR SESSION MINUTES

June 16, 2015
6:00 PM
County Council Chambers

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

CALL TO ORDER

Mr. Rush called the meeting to order at approximately 6:01 PM

INVOCATION

The Invocation was led by the Honorable Torrey Rush

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Torrey Rush

PRESENTATION OF PROCLAMATIONS

- a. **Mosquito Control Awareness Week Proclamation** – Mr. Rush presented Ms. Tammy Brewer with a proclamation in honor of Mosquito Control Awareness Week.
- b. **Proclamation Recognizing Leora McCarty for her years of service to Richland County** – Mr. Livingston presented Ms. McCarty with a proclamation in honor of her retirement from the Richland County Elections and Voter Registration Office.

APPROVAL OF MINUTES

Regular Session: June 2, 2015 – Mr. Washington moved, seconded by Ms. Dixon, to approve the minutes as submitted. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

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



Council Members Present

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

Others Present:

Tony McDonald
Sparty Hammett
Warren Harley
Brandon Madden
Michelle Onley
Larry Smith
Beverly Harris
Amelia Linder
Laura Renwick
Tracy Hegler
Chad Fosnight
Kim Roberts
Daniel Driggers
Roxanne Ancheta

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Richland County Council
Regular Session
Tuesday, June 16, 2015
Page Two



REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

Mr. Smith stated the following items were potential Executive Session Items:

- a. **An Ordinance Authorizing a ground lease between Richland County and Richland County School District Two on behalf of the Richland County Public Library; so as to allow for the automatic transfer of title to the library building to Richland County School District Two at the end of the lease term**

CITIZENS' INPUT

{For Items on the Agenda Not Requiring a Public Hearing}

Mr. Peter Palmer, Mr. Warren Shurlock, Ms. Helen Taylor Bradley, Ms. Lottie P. Wesley, Mr. Tom Mancke, and Ms. Jennifer Mancke

REPORT OF THE COUNTY ADMINISTRATOR

- a. **Transportation Summer Interns** – Mr. McDonald stated as a part of the agreement with the Program Development Team, an intern program was instituted for area students. The first class of interns introduced themselves to Council.
- b. **NACo Award: Development Services** – Mr. McDonald stated the Development Services Department was awarded the NACo Award for the redevelopment of processes in the department.
- c. **Cgov – Overall Excellence Award: Development Services** – Mr. McDonald stated the Development Services was awarded the Cgov Overall Excellence Award.

REPORT OF THE CLERK OF COUNCIL

- a. **Community Relations Council Luncheon & Award Presentation, June 17th, 12:00 PM, Columbia Metropolitan Convention Center** – Ms. Onley reminded Council of the Community Relations Council Luncheon & Award Presentation on June 17th at 12:00PM.

REPORT OF THE CHAIRMAN

- a. **Planning Commission Appointee Absences** – Mr. Rush stated he received a letter from the Planning Commission Chairman notifying Council that one of the Commissioners has missed 5 of 12 meetings, which automatically removes

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Richland County Council
Regular Session
Tuesday, June 16, 2015
Page Three



the Commissioner. The Planning Commission Chairman has requested Council waive enforcement of this provision due to the Commissioner's absences were justifiable due to illness and injury.

Mr. Pearce moved, seconded by Ms. Dixon, to waive enforcement of the Planning Commission's rule. The vote was in favor.

- b. **Innovista Project Groundbreaking** – Mr. Rush stated the groundbreaking for the Greene Street project, which is a partnership between the City of Columbia, University of South Carolina, and Richland County, was last week. The groundbreaking was well attended by Council members.

PRESENTATIONS

- a. **Lower Richland Sewer Project: Bill Stangler, Congaree Riverkeeper** – Mr. Stangler stated the Congaree Riverkeeper Organization is a grassroots, non-profit that works to protect the three rivers in the Midlands.
- In April 2013, the organization published the first "Dirty Half Dozen List" – a list of the worst polluters in the area
 - #1 on the "Dirty Half Dozen List" was the City of Columbia and #3 was Richland One School District for ongoing violations of the Clean Water Act
 - There has been a longstanding policy at the regional and State level to consolidate small wastewater treatment plants into larger regional facilities and systems
 - High bacteria levels and pollutants coming from wastewater in Cedar Creek
 - City of Columbia is under a Federal Consent Order to fix their broken wastewater system – \$750 million in the next 10 years
 - Lower Richland is designated as Conservation and Rural Land Use; therefore, there are strict rules about what can happen there
- b. **Lower Richland Sewer Project: Wendy Brawley, Hopkins and Lower Richland Citizens** – Ms. Brawley read a prepared statement from the Hopkins and Lower Richland Citizens regarding the Lower Richland Sewer System.

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Richland County Council
Regular Session
Tuesday, June 16, 2015
Page Four



OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Authorizing a ground lease between Richland County and Richland County School District Two on behalf of the Richland County Public Library; so as to allow for the automatic transfer of title to the library building to Richland County School District Two at the end of the lease terms – No one signed up to speak.**

APPROVAL OF CONSENT ITEM

- **15-20MA, Ashley Chason, RU to OI (3.7 Acres), 1551 Dutch Fork Rd., 02411-04-03 [THIRD READING]**
- **15-21MA, Deanna M. Shealy, RU to RS-LD (2.22 Acres), Island Trail, 01300-01-01/02 & 01400-01-02/03/04 [THIRD READING]**
- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Increasing the Number of Uses in the Light Industrial District (LI) [THIRD READING]**
- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 6, Buildings and Building Regulations; Article III, Building Codes; Section 6-84, Boarded-Up Structures; Subsection (d), Paragraph (1); so as to change the language, "The Permit Fee Shall be \$25.53 for Residential Buildings and \$51.05 for Mixed-Use and Commercial Buildings" to "The Permit Fee Shall be charged at the rate on the current Richland County Fee Schedule" [SECOND READING]**

Mr. Pearce moved, seconded by Mr. Manning, to approve the consent items.

The vote in favor was unanimous.

THIRD READING

An Ordinance Authorizing a ground lease between Richland County and Richland County School District Two on behalf of the Richland County Public Library; so as to allow for the automatic transfer of title to the library building to Richland County School District Two at the end of the lease term – Mr. Livingston moved, seconded by Mr. Manning, to approve this item.

Mr. Malinowski stated Sec. 11.5 – Dispute Resolution in the lease does not include Richland County.

Mr. Malinowski made a friendly amendment to add the County as a party to any dispute resolution.

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA



Richland County Council
Regular Session
Tuesday, June 16, 2015
Page Five

Mr. Smith stated any dispute that would affect the County's direct right to use and occupy the premises the County would be directly engaged in the process. As well as the County Council Chair would replace the Executive Director in the process.

Mr. Malinowski made a substitute motion, seconded by Ms. Dixon, to add the County as a party to any dispute resolution.

FOR

Dixon
Malinowski
Jackson
Rush

AGAINST

Rose
Pearce
Livingston
Washington
Manning
Jeter

The substitute motion failed.

FOR

Rose
Pearce
Rush
Livingston
Washington
Manning
Jeter

AGAINST

Dixon
Malinowski

The vote was in favor.

Mr. Manning moved, seconded by Mr. Livingston, to reconsider this item. The motion failed.

15-23MA, JR LEX 2, LLC, RU to RC (2.61 Acres), 7743 Bluff Rd., 32403-03-05 & 32403-03-06(p) – Mr. Jeter moved, seconded by Mr. Livingston, to approve this item.

FOR

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Jeter

AGAINST

Jackson
Washington
Manning

The vote was in favor.

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Richland County Council
Regular Session
Tuesday, June 16, 2015
Page Six



REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF VACANCIES

- a. **East Richland Public Service Commission – 2** – Mr. Malinowski stated the committee recommended advertising for these vacancies. The vote in favor was unanimous.
- b. **Accommodations Tax Committee – 1 (Applicant must have a background in the Cultural Industry)** – Mr. Malinowski stated the committee recommended advertising for this vacancy. The vote in favor was unanimous.

II. DISCUSSION FROM RULES AND APPOINTMENTS COMMITTEE

- a. **Ordinance providing for the appointment of Ex Officio members to public bodies whose membership is appointed by the governing body of Richland County.**

The governing body of Richland County may appoint up to three (3) ex officio members to any board, commission, committee, entity or any other “public body” as defined in the South Carolina Freedom of Information Act whose members are appointed by the governing body of Richland County. Such ex officio members shall pursuant to Robert’s Rules of Order have all the privileges of board (or other public entity) membership, including the right to make motions and to vote and to participate in regular or special called meetings and executive sessions, but none of the obligations. Ex officio members have no obligation to participate and should not be counted in determining the number required for a quorum or whether a quorum is present at a meeting. When an ex officio member of any board, commission, committee, entity or any other public body ceases to hold the office that entitles him or her to such membership, his or her membership on the public body terminates automatically [WASHINGTON] – This item was held in committee.

OTHER ITEMS

A Resolution to appoint and commission Zachary M. Cavanaugh as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Pearce moved, seconded by Mr. Manning, to approve this item. The vote in favor was unanimous.

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Richland County Council
Regular Session
Tuesday, June 16, 2015
Page Seven



REPORT OF SEWER AD HOC COMMITTEE

- a. **An Ordinance Amending the Richland County Code of Ordinances, Chapter 24, Utilities; Article IV, Sewers and Sewage Disposal; Division 2, Use of Public Sewers; Section 24-81, Use of Public Sewers Required; so as to clarify that the section only applies to new construction [THIRD READING]** – Mr. Washington stated the changes recommended by the Sewer Ad Hoc Committee have been made to the ordinance and the committee recommends approval.

Mr. Malinowski stated the definition for new construction was not included in the ordinance.

Mr. McDonald stated the new language in the ordinance strikes the language related to new construction.

Mr. Peterson outlined the changes to the ordinance: (1) DHEC is the primary agency responsible for septic systems; (2) the new construction language was removed from the ordinance; and (3) DHEC requirements would apply; therefore, application for new septic system or the repair of a septic system would fall under the DHEC regulations rather than the County.

The vote in favor was unanimous to approve the committee's recommendation.

1. **Septic tanks that are functioning properly should not be disallowed in Richland County. Direct staff to contact DHEC to determine why a septic that needs maintenance or repair is not allowed to be done if a public sewer is within 200 feet of the property. Property owners should not be forced to incur expenses that will burden them for years to come and replacement septic system should be allowed provided it is shown the new system can function properly [MALINOWSKI]** – This was addressed in the motion above.

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

CITIZENS' INPUT

Ms. Helen Taylor Bradley spoke regarding the voting on the record, the order of the agenda, and the title of the Third Reading Ordinance "An Ordinance Amending the Richland County Code of Ordinances, Chapter 24, Utilities; Article IV, Sewers and Sewage Disposal; Division 2, Use of Public Sewers; Section 24-81, Use of Public Sewers

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Richland County Council
Regular Session
Tuesday, June 16, 2015
Page Eight



Required; so as to clarify that the section only applies to new construction” still contains the wording “new construction” although it was stricken from the ordinance.

Ms. Lottie P. Wesley spoke about learning from past mistakes.

MOTION PERIOD

- a. **Motion to recognize Deputy Trobatin Johnson for his heroism and unselfish acts by jumping in to Pinewood Lake to save the lives of two citizens when their boat capsized. [JACKSON]** – Mr. Jackson moved, seconded by Mr. Washington, to adopt the resolution for Deputy Johnson. The vote in favor was unanimous.
- b. **Move that Council request the legal department to review the potential liability of permitting any form of human occupied watercraft to operate at Pinewood Lake Park and make a recommendation to Council as to their findings [PEARCE]** – This item was referred to the D&S Committee.

ADJOURNMENT

The meeting adjourned at approximately 7:10PM.

Torrey Rush, Chair

Greg Pearce, Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Richland County Council
Regular Session
Tuesday, June 16, 2015
Page Nine



Seth Rose

Kelvin E. Washington, Sr.

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

ZONING PUBLIC HEARING

June 23, 2015
7:00 PM
County Council Chambers

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

CALL TO ORDER

Mr. Rush called the meeting to order at approximately 7:00 PM

ADDITIONS/DELETIONS TO THE AGENDA

Mr. Price stated the applicant for #15-09MA has requested a withdrawal.

Mr. Pearce moved, seconded by Ms. Dickerson, to accept the applicant's withdrawal. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

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

MAP AMENDMENTS

15-09MA, Patrick Palmer, RS-MD to RC (5.23 Acres portion of a 31.23 Acre tract) Rimer Pond Rd. & Longtown East, 20500-04-27(p)

This item was withdrawn.

15-15MA, CCW Bluff Rd., LLC, HI to LI (2.5 Acres), 1400 Bluff Rd., 11209-03-05

Mr. Rush opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Washington moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.



Council Members Present

Torrey Rush, Chair
Greg Pearce, Vice Chair
Joyce Dickerson
Julie-Ann Dixon
Norman Jackson
Paul Livingston
Bill Malinowski
Kelvin E. Washington, Sr.

Others Present:

Sparty Hammett
Michelle Onley
Monique McDaniels
Amelia Linder
Tommy DeLage
Geo Price
Kim Roberts
Suzie Haynes
Carol Williamson

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Zoning Public Hearing
Tuesday, June 23, 2015
Page Two



15-24MA, Murali Gangadaram, RS-LD to NC (.458 Acres), 1726 Winyah Dr., 09308-06-33

Mr. Rush opened the floor to the public hearing.

Mr. Dennis Black and Mr. Harold Whitaker spoke against this item.

The floor to the public hearing was closed.

Mr. Livingston moved, seconded by Mr. Pearce, to deny the re-zoning request. The vote in favor was unanimous.

15-25MA, Derrick Harris, RU to GC (1.83 Acres), 7708 Fairfield Rd., 12000-02-22

Mr. Rush opened the floor to the public hearing.

Mr. Vannie Williams, the applicant's attorney, and Mr. Derrick Harris, the applicant, spoke in favor of this item.

Mr. Cleuttis Bates spoke against this item.

The floor to the public hearing was closed.

Mr. Rush moved, seconded by Mr. Malinowski, to deny the re-zoning request. The vote in favor was unanimous.

15-26MA, Jeff & Jodi Salter, RS-MD to OI (5 Acres), 2304 Clemson Rd., 20200-01-11

Mr. Rush opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Dixon moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

15-27MA, Robert Berger, RU to NC (3.53 Acres), 4154 Hard Scrabble Rd., 20200-03-30

Mr. Rush opened the floor to the public hearing.

Mr. Will Dillard, Esq. spoke in favor of this item.

The floor to the public hearing was closed.

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Zoning Public Hearing
Tuesday, June 23, 2015
Page Three



Ms. Dixon moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

15-28MA, Kay Evans, RU to RS-MD (14 Acres), Riding Grove Rd., 28900-01-27/28/31

Mr. Rush opened the floor to the public hearing.

The applicant chose not to speak at this time.

The floor to the public hearing was closed.

Ms. Dixon moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

15-29MA, Curtis Cain, RU to RC (3.66 Acres), 5480 Bluff Rd., 18800-02-29

Mr. Washington moved, seconded by Mr. Malinowski, to defer the public hearing and item until the July Zoning Public Hearing. The vote in favor was unanimous.

15-30MA, M. B. Arnold, RM-HD to GC (.64 Acres), 1555 & 1557 Daulton Dr., 17012-03-11 & 12

Mr. Rush opened the floor to the public hearing.

Mr. Robert Fuller spoke in favor of this item.

The floor to the public hearing was closed.

Mr. Rush moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Mr. Pearce recognized that Rep. Joe McEachern was in the audience.

15-31MA, Elton Johnson, GC to RS-MD (.97 Acres), 6423 Monticello Rd., 09401-06-07

Mr. Rush opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Zoning Public Hearing
Tuesday, June 23, 2015
Page Four



TEXT AMENDMENTS

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article II, Rules of Construction; Definitions; Section 26-22, Definitions; so as to alter the definition of "Subdivision" [FIRST READING]

Mr. Rush opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Dickerson moved, seconded by Ms. Dixon, to approve this item. The vote was in favor.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (c), Processes; Paragraph (3), Major Subdivision Review; Subparagraph (d), Bonded Subdivision Plat Review and Approval; Clause (6), Recordation; and Subparagraph (e), Final Subdivision Plat Review and Approval; Clause (6), Recordation; so as to properly cross-reference two subsections [FIRST READING]

Mr. Rush opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item. The vote was in favor.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, so as to permit town houses as a special requirement within the multi-family districts

Mr. Rush opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Malinowski requested staff to provide a listing of all the property that will be affected by this ordinance in his district.

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Zoning Public Hearing
Tuesday, June 23, 2015
Page Four



Mr. Livingston moved, seconded by Ms. Dixon, to approve this item. The vote was in favor.

ADJOURNMENT

The meeting adjourned at approximately 7:30 PM.

Richland County Council Request of Action

Subject

a. South Carolina Public Interest Foundation and William B. DePass, Jr. vs. Allen Dowdy, Adell Adams, Elaine Dubose, Herbert Sims, Samuel Selph, and the Board of Elections and Voter Registration for Richland County - Legal Advice

b. Road Closing Petition (Portion of Technology Circle)

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 6, Buildings and Building Regulations; Article III, Building Codes; Section 6-84, Boarded-Up Structures; Subsection (d), Paragraph (1); so as to change the language, "The Permit Fee Shall be \$25.53 for Residential Buildings and \$51.05 for Mixed-Use and Commercial Buildings" to "The Permit Fee Shall be charged at the rate on the current Richland County Fee Schedule"

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 6, Buildings and Building Regulations; Article III, Building Codes; Section 6-84, Boarded-Up Structures; Subsection (d), Paragraph (1); so as to change the language, "The Permit Fee Shall be \$25.53 for Residential Buildings and \$51.05 for Mixed-Use and Commercial Buildings" to "The Permit Fee Shall be charged at the rate on the current Richland County Fee Schedule" [**THIRD READING**] [**PAGES 25-29**]

Notes

May 26, 2015 - The Committee recommended that Council approve the request to amend Section 6-84 to change the language regarding the permit fee. The Committee directed staff to publish Section 6-84 on the County's website with the redlined changes to ensure that the public is aware thereof.

First Reading: June 2, 2015

Second Reading: June 16, 2015

Third Reading:

Public Hearing:

Richland County Council Request of Action
--

Subject: Amend Section 6-84d(1), Boarded-up Structures, to remove the permit fee amounts

A. Purpose

County Council is requested to approve an ordinance amendment to the Richland County Code of Ordinances; Chapter 6, Buildings and Building Regulations; Section 6-84, Boarded-up Structures; so as to change the language, “The permit fee shall be \$25.53 for residential buildings and \$51.05 for mixed-use and commercial buildings.” to “The permit fee shall be charged at the rate on the current Richland County Fee Schedule, which is on file with the Building Codes and Inspections Department”.

B. Background / Discussion

Richland County Council approved an increase in fees when the FY 2014-2015 Annual Budget went into effect on July 1, 2014. However, the permit fees in Chapter 6; Section 6-84, Boarded-up Structures; are inconsistent with the new fees. Changing the language in this section of the Richland County Code of Ordinances so that there is no dollar amount, will avoid future amendments within the Code and will lessen confusion that may arise with citizens.

C. Legislative / Chronological History

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

D. Financial Impact

None. The current permit fees, as set by the Richland County Fee Schedule for FY 2014-2015, are \$25.91 (residential) and \$51.82 (mixed use and commercial).

E. Alternatives

1. Approve the request to amend Section 6-84 to change the language regarding the permit fee, so as remove the inconsistency in fee amounts.
2. Do not approve the request to amend Section 6-84 to change the language regarding the permit fee, and allow the inconsistency to remain.

F. Recommendation

It is recommended that Council approve the request to amend Section 6-84 to change the language regarding the permit fee.

Recommended by: Donny Phipps

Department: Building Services

Date: April 15, 2015

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

Date: 4/30/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 5/20/15

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 5/20/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-15HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; ARTICLE III, BUILDING CODES; SECTION 6-84, BOARDED-UP STRUCTURES; SUBSECTION (D), PARAGRAPH (1); SO AS TO CHANGE THE LANGUAGE, “THE PERMIT FEE SHALL BE \$25.53 FOR RESIDENTIAL BUILDINGS AND \$51.05 FOR MIXED-USE AND COMMERCIAL BUILDINGS” TO “THE PERMIT FEE SHALL BE CHARGED AT THE RATE ON THE CURRENT RICHLAND COUNTY FEE SCHEDULE, WHICH IS ON FILE WITH THE BUILDING CODES AND INSPECTIONS DEPARTMENT”.

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

SECTION I. The Richland County Code of Ordinances; Chapter 6, Buildings and Building Regulations; Article III, Building Codes; Section 6-84, Boarded-up Structures; Subsection (d), Covering of Any Means of Egress and Ingress of Structures; Paragraph (1); is hereby amended to read as follows:

- (1) It shall be unlawful for any person to cover any means of egress or ingress of a structure so as to secure the structure without first obtaining a permit to do so from the Building Codes and Inspections Department. ~~The permit fee shall be \$25.53 for residential buildings and \$51.05 for mixed use and commercial buildings.~~ The permit fee shall be charged at the rate on the current Richland County Fee Schedule, which is on file with the Building Codes and Inspections Department. The permit shall authorize the owner to board the structure in conformance with the “National Arson Prevention Initiative” Board-Up Procedures. No later than five (5) days after boarding the property, the owner shall register the structure with the Property Maintenance Division.

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY

OF _____, 2015

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

15-15MA
CCW Bluff Rd, LLC
HI to LI (2.5 Acres)
1400 Bluff Rd.
11209-03-05 [**SECOND READING**] [**PAGES 30-31**]

Notes

First Reading: June 23, 2015
Second Reading:
Third Reading:
Public Hearing: June 23, 2015

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-15HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 11209-03-05 FROM HI (HEAVY INDUSTRIAL DISTRICT) TO LI (LIGHT INDUSTRIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 11209-03-05 from HI (Heavy Industrial District) zoning to LI (Light Industrial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: June 23, 2015
First Reading: June 23, 2015
Second Reading: July 7, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

15-26MA
Jeff & Jodi Salter
RS-MD to OI (5 Acres)
2304 Clemson Rd.
20200-01-01 [**SECOND READING**] [**PAGES 32-33**]

Notes

First Reading: June 23, 2015
Second Reading:
Third Reading:
Public Hearing: June 23, 2015

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-15HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 20200-01-11 FROM RS-MD (RESIDENTIAL, SINGLE-FAMILY – MEDIUM DENSITY DISTRICT) TO OI (OFFICE AND INSTITUTIONAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 20200-01-11 from RS-MD (Residential, Single-Family – Medium Density District) zoning to OI (Office and Institutional District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: June 23, 2015
First Reading: June 23, 2015
Second Reading: July 7, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

15-27MA
Robert Berger
RU to NC (3.53 Acres)
4154 Hard Scrabble Rd.
20200-03-30 [**SECOND READING**] [**PAGES 34-35**]

Notes

First Reading: June 23, 2015
Second Reading:
Third Reading:
Public Hearing: June 23, 2015

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-15HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 20200-03-30 FROM RU (RURAL DISTRICT) TO NC (NEIGHBORHOOD COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 20200-03-30 from RU (Rural District) zoning to NC (Neighborhood Commercial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of _____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: June 23, 2015
First Reading: June 23, 2015
Second Reading: July 7, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

15-28MA
Kay Evans
RU to RS-MD (14 Acres)
Riding Grove Rd.
28900-01-27/28/31 [**SECOND READING**] [**PAGES 36-37**]

Notes

First Reading: June 23, 2015
Second Reading:
Third Reading:
Public Hearing: June 23, 2015

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-15HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 28900-01-27/28/31 FROM RU (RURAL DISTRICT) TO RS-MD (RESIDENTIAL, SINGLE-FAMILY – MEDIUM DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 28900-01-27/28/31 from RU (Rural District) zoning to RS-MD (Residential, Single-Family – Medium Density District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: June 23, 2015
First Reading: June 23, 2015
Second Reading: July 7, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

15-30MA
M. B. Arnold
RM-HD to GC (.64 Acres)
1555 & 1557 Daulton Dr.
17012-03-11 & 12 [**SECOND READING**] [**PAGES 38-39**]

Notes

First Reading: June 23, 2015
Second Reading:
Third Reading:
Public Hearing: June 23, 2015

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-15HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 17012-03-11/12 FROM RM-HD (RESIDENTIAL, MULTI-FAMILY – HIGH DENSITY DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 17012-03-11/12 from RM-HD (Residential, Multi-Family – High Density District) zoning to GC (General Commercial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: June 23, 2015
First Reading: June 23, 2015
Second Reading: July 7, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

15-31MA
Elton Johnson
GC to RS-MD (.97 Acres)
6423 Monticello Rd.
09401-06-07 [**SECOND READING**] [**PAGES 40-41**]

Notes

First Reading: June 23, 2015
Second Reading:
Third Reading:
Public Hearing: June 23, 2015

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-15HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 09401-06-07 FROM GC (GENERAL COMMERCIAL DISTRICT) TO RS-MD (RESIDENTIAL, SINGLE-FAMILY – MEDIUM DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 09401-06-07 from GC (General Commercial District) zoning to RS-MD (Residential, Single-Family – Medium Density District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
Clerk of Council

Public Hearing: June 23, 2015
First Reading: June 23, 2015
Second Reading: July 7, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

SCE&G Utility Easement- Jim Hamilton Blvd [**PAGES 42-49**]

Notes

June 23, 2015 - The Committee recommended that Council approve the request to grant SCE&G a utility easement along the northeast end of Jim Hamilton Blvd., contingent upon Legal review and inclusion of any amendments to the easement.

Richland County Council Request of Action

Subject: SCE&G Utility Easement- Jim Hamilton Blvd

A. Purpose

County Council is requested to grant SCE&G a utility easement along the northeast end of Jim Hamilton Blvd as more fully shown as Option 'A' on the Exhibit.

B. Background / Discussion

SCE&G is in the process of upgrading and converting the electrical system in the Rosewood area to include the Jim Hamilton – LB Owens Airport (CUB) and surrounding neighborhoods. This upgrade will increase the operating voltage, utilize new technology, eliminate two existing substations, and provide a backup feeder for the Airport and surrounding neighborhoods. Once the upgrade project is complete, customers will see a more efficient and reliable system with reduced outages and outage durations.

C. Legislative / Chronological History

The original request was presented to the Richland County Airport Commission in their meeting on January 12, 2015. The SCE&G staff representative was asked to provide alternate routes with less impact.

A revised easement request was presented to the Airport Commission during their meeting on March 9, 2015. The Commission passed the following resolution to recommend granting the requested easement:

“That the Richland County Airport Commission recommends to Richland County Council the granting of a utility easement to South Carolina Electric & Gas (SCE&G) Corporation along the NE side of Jim Hamilton Blvd in support of their Rosewood Neighborhood Circuit Upgrade Project on the condition of a favorable outcome of an FAA Airspace Obstruction Study to be initiated by their project staff.”

The staff of the City of Columbia, Parks and Recreation Department, Planning Division was also briefed and the project and impacts were explained. No concern or objection was received from the City staff.

D. Financial Impact

There will be no financial impact or costs to Richland County; SCE&G will bear all cost associated with the project.

E. Alternatives

1. Approve the granting of the easement – This will provide an economical and low-impact means of upgrading the electrical distribution system to the neighborhood and airport.
2. Disapprove the granting of the easement – This will require SCE&G to seek alternate routes which will limit the ability to provide backup electric feeders to the neighborhood and the airport property. It will also substantially increase the project costs and are less aesthetically pleasing.

F. Recommendation

It is recommended that Council grant the requested utility easement as recommended in the resolution by the Richland County Airport Commission.

Recommended by: Christopher S. Eversmann, PE, AAE

Department: Airport

Date: June 3, 2015

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 6/5/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 6/18/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion. We understand from Mr. Eversmann that SCE&G intends an above ground power line. It has sometimes been the practice of Council to request the easements be amended to include only those rights necessary for the project (i.e. only under-ground or only above-ground). That decision is a policy decision left to Council. Additionally, the matter of any requested payment for the easement is up to Council.

Administration

Reviewed by: Sparty Hammett

Date: 6/19/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Easement # 892755

INDENTURE, made this _____ day of _____, 2015 by and between **Richland County** of the County of **Richland** and State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, owning a tract or development known as **Jim Hamilton – LB Owens Airport** situate in the County of **Richland**, State of South Carolina, shown on a certain plat or various plats filed or to be filed in the office of the public records of said County and generally described as follows: Being a tract or lot of land containing **83.40 acres**, more or less, and being the same lands conveyed to Grantor by deed of **The City of Columbia**, dated or recorded **6/28/1962**, and filed in the Register of Deeds office for **Richland** County in Deed Book **330** at Page **131**.

Right of way granted to extend existing line in a northwestern direction along grantors northeastern property boundary as more fully shown on SCE&G drawing D-81392 and any approved revisions thereof.

TMS: R13702-09-01A

The Grantor hereby grants and conveys to Grantee, its successors and assigns, the right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair and perpetually maintain upon, over, under, along, across and through (**the Easement Area**) of land referred to above, an overhead electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, private communication lines, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, together with the right of ingress, egress and access to and from such rights of way, across and upon the lands of Grantor, as may be necessary or convenient for the purposes connected therewith.

Together also with the right, from time to time, to install guy wires upon lots in said development, to overhang lots with conductors, cross arms and service wires with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole lines; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successor and assign as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein.

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

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

WITNESS:

Richland County

By: _____ (SEAL)

1st Witness

2nd Witness



Richland County Council Request of Action

Subject

Motion to Withhold County Funding From Any Neighborhood/Community/HOA Which Does not Allow Public Attendance and/or Denies Access to Anyone **[PAGES 50-52]**

Notes

June 23, 2015 - The Committee recommended that Council approve amending the Neighborhood Improvement Grant Program's guidelines to reflect that any neighborhood-related entity which does not allow public attendance will be prohibited from receiving any form of funding from Richland County, effective July 1, 2015.

Richland County Council Request of Action

Subject: Motion to Withhold County Funding From Any Neighborhood/Community/HOA Which Does not Allow Public Attendance and/or Denies Access to Anyone

A. Purpose

County Council is requested to approve adding to the Neighborhood Improvement Guidelines, any Neighborhood/Community/HOA which does not allow public attendance and/or deny access to anyone be considered a private entity and not allowed to receive any form of funding from Richland County, effective July 1, 2015.

B. Background / Discussion

Annually, the Neighborhood Improvement Program (NIP) administers a matching grant program to neighborhood-based organizations to do projects that will make their neighborhoods better places to live, work, play, and shop. These projects may physically improve neighborhoods or help neighborhood organizations become stronger. Public safety, education, and recreational initiatives can also receive grants.

The maximum amount of funding awarded by the Neighborhood Improvement Program is **\$1,500.00** per neighborhood association. Organizations must match funds awarded with contributions of volunteer time, cash, or in-kind donations of professional services that are at least equal to the total amount of funds requested.

In addition to an application and project cost estimates, NIP uses the following guidelines when awarding grants:

- Matching grants can be awarded to any neighborhood-based organization (HOA, POA, or Neighborhood Association located in Richland County) which is open to anyone that lives in the neighborhood regardless of race, creed, color, religion, sex, age, national origin, or physical and mental disability and must actively seek membership from everyone in the neighborhood.
- Organizations must have by-laws and a bank account to qualify.
- Organizations must be able to receive an Employer Identification Number from the IRS in order to obtain the funds once awarded.

C. Legislative / Chronological History

On June 2, 2015, Council approved a motion sponsored by the Honorable Julie-Ann Dixon as follows:

“Moving forward effective July 1, 2015, to add to the Neighborhood Improvement Guidelines, any Neighborhood/Community/HOA which does not allow public attendance and/or deny access to anyone is consider a private entity and is not allowed/authorized to receive any form of funding from Richland County”

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

1. Approve withholding Richland County funding from any Neighborhood/Community/HOA which does not allow public attendance and/or deny access to anyone.
2. Do not withhold Richland County funding from any Neighborhood/Community/HOA which does not allow public attendance and/or deny access to anyone.

F. Recommendation

It is recommended that Council approve adding to the Neighborhood Improvement Guidelines, any Neighborhood/Community/HOA which does not allow public attendance and/or deny access to anyone be considered a private entity and not allowed to receive any form of funding from Richland County, effective July 1, 2015.

Recommended by: Julie-Ann Dixon

Department: County Council

Date: June 5, 2015

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

Date: 6/8/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a policy decision for Council.

Planning

Reviewed by: Tracy Hegler

Date: 6/9/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a policy decision for Council.

Legal

Reviewed by: Elizabeth McLean

Date: 6/11/15

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 6/11/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This is a policy decision for Council.

Richland County Council Request of Action

Subject

Motion to Direct the Administrator and Staff to Abide by all Policies, Directives, Guidelines and Ordinances set by Council; Action Plan for Violations [**PAGES 53-59**]

Notes

June 23, 2015 - The Committee recommended that Council direct staff to compile all County departmental policies, and forward the policies to Council for their consideration. This information was previously provided by Staff, and is currently pending review in the Rules and Appointments Committee.

Richland County Council Request of Action

Subject: Motion to Direct the Administrator and Staff to Abide by all Policies, Directives, Guidelines and Ordinances set by Council; Action Plan for Violations

A. Purpose

County Council is requested to consider a motion by Mr. Jackson to direct the Administrator and Staff to abide by all policies, directives, guidelines and ordinances set by County Council, and to have Staff develop an action plan to address violators.

B. Background / Discussion

At the April 21, 2015 Council meeting, Mr. Jackson brought forth the following motion:

“The Administrator and staff shall abide by all policies; directives; guidelines and ordinances set by Council. An action [plan] shall be developed to address violators.”

As outlined in the Richland County employee handbook concerning personnel policies, all employees are expected to ensure self-compliance with County and department policies, procedures, guidelines and all work assignments – see attached excerpt from the County’s employee handbook. This expectation includes all policies, directives, guidelines and ordinances set by County Council.

Additionally, it is a County standard for employees to understand that any violation of personnel policies, procedures or guidelines could result in disciplinary action, up to and including termination. The County’s discipline policy is provided below:

Discipline

As is the case with all organizations, instances arise when an employee must be disciplined. The discipline which may be imposed includes but is not limited to oral reprimand, written warning, probation, suspension without pay, demotion and discharge. In addition, the County may procedurally suspend an employee pending investigation to determine if disciplinary action is appropriate. If the County determines an unpaid suspension is appropriate discipline, exempt employees will be suspended in full-day increments; non-exempt employees will be suspended in partial or full-day increments. In addition, the County may impose a combination of disciplinary measures. **THE DISCIPLINE IMPOSED IN ANY PARTICULAR SITUATION IS AT THE SOLE DISCRETION OF THE COUNTY. NOTHING IN ANY OF THE COUNTY’S POLICIES OR BY VIRTUE OF ANY PAST PRACTICE OF THE COUNTY REQUIRES THE COUNTY TO FOLLOW ANY PARTICULAR COURSE OF DISCIPLINE.** Supervisors and Department Head must submit terminations to the County Administrator for review. Employees must sign counseling memoranda, policy statements, performance evaluations and other similar documents. The employee's signature does not necessarily indicate agreement with the contents of the document, only that he/she has been notified of the contents of the document. If an employee refuses to sign the document he/she will be relieved of duty with-out pay. If he/she does not sign the form by 5:00 p.m. at the end of his next scheduled workday, he/she will be presumed to have resigned and will be separated from the payroll.

Some examples of County employee misconduct that may result in disciplinary action, up to and including discharge are attached.

In summary, the County Handbook speaks to employees abiding by policies, procedures, guidelines, etc. The Handbook also speaks to disciplinary action regarding violations of these items. If Council wishes for staff to revise the current Handbook regarding these matters, additional information / specific directives from Mr. Jackson / Council are requested. Therefore, it is at this time that staff requests direction regarding Mr. Jackson's motion.

C. Legislative / Chronological History

- April 21, 2015 – Motion brought forth by Mr. Jackson.

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

1. Provide staff with additional information / specific directives regarding revisions to the County Handbook.
2. Do not revise the County Handbook at this time.

F. Recommendation

This is a policy decision for Council.

Recommended by: Norman Jackson
Department: County Council
Date: April 21, 2015

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

Date: 5/5/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a policy decision for Council

Human Resources

Reviewed by: Dwight Hanna

Date: 6/9/15

Recommend Council approval

Recommend Council denial

Council Discretion:

Comments regarding recommendation: Based on F above, this is a policy decision for Council. Human Resources recommends the Legal Department reviews any proposed language changes prior to implementation. Because matters involving employee discipline can result in proceedings such as grievances, SC Human Affairs complaints, EEOC charges, and/or litigation.

Legal

Reviewed by: Elizabeth McLean

Date: 6/11/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The Employee Handbook already provides for potential disciplinary action for failure to abide by ordinances, policies, guidelines and procedures. Any changes or clarifications to such language are a policy decision left to Council's discretion.

Administration

Reviewed by: Tony McDonald

Date: 6/17/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: I concur that all staff should abide by the policies of the County. If the Council wishes to reiterate this by amending the Employee Handbook, as suggested above, guidance is requested as to what additional language may be desired.

General

Chain of Command

It is the practice of Richland County to involve the appropriate levels of management and supervision when making decisions or attempting to resolve personnel problems or concerns. The chain of command is designed to handle personnel and organizational matters in a systematic, responsive and effective manner. Richland County encourages employees to know and utilize the chain of command. However, if an employee's concern involves his/her immediate supervisor, he/she may skip that level and proceed to the next level in the chain of command.

Employees should ordinarily utilize their intra-departmental structure, beginning with their immediate supervisor through each level up to their Department Head, whenever possible to address employment related problems or concerns. It is the responsibility of supervisors, Department Heads and County Administration to respond appropriately and in a timely manner to employee concerns and questions.

Standards

All employees are expected to:

- Ensure self-compliance with County and department policies, procedures, guidelines and all work assignments.
- Report policy, procedure or guideline violations to supervisor, chain of command, or Human Resources Department (HRD).
- Understand that any violation of personnel policies, procedures or guidelines could result in disciplinary action, up to and including termination.
- When dealing with the public or fellow employees in any manner, especially on public business, do so in a professional and courteous manner.
- Conduct himself/herself in a manner that reflects credit upon his/her department and the government of the County.
- Keep supervisor informed of any changes in personal information including, but not limited to: address, telephone number, marital status, deductions, exemptions, beneficiaries, dependents, or emergency contact information.
- Report work and leave time accurately.
- Maintain consistent work attendance and punctuality.
- Cooperate with any County inquiry or investigation.
- All customer contacts, such as emails, telephone calls, visits via walk-in's, etc., should be responded to timely, but at least acknowledged by the end of the following business day. Information provided should be accurate, complete, and in a manner understandable to the customer or citizen. A timely response for phone call, visit via walk-in's, or e-mail is by the end of the following business day and for letters is within five business days. Any employee who fails to comply with this guideline will be subject to disciplinary action up to and including termination.

Employee Performance

Performance Evaluations

The County may periodically conduct oral or written evaluations of employees' performance. Employees must sign written evaluations. The employee's signature does not necessarily indicate agreement with the contents of the evaluation, only that he/she has been made aware of it. While favorable performance evaluations may be a factor in determining wage increases, no employee is entitled to a wage increase because he/she receives a favorable evaluation.

The County maintains a Performance Enhancement Program (PEP). The purpose of the PEP is primarily to promote and maintain quality customer/citizen service. Richland County established the PEP to motivate and reward employees according to their quality of customer/citizen service, their job performance, and their contributions toward accomplishment of their performance measures.

Discipline

As is the case with all organizations, instances arise when an employee must be disciplined. The discipline which may be imposed includes but is not limited to oral reprimand, written warning, probation, suspension without pay, demotion and discharge. In addition, the County may procedurally suspend an employee pending investigation to determine if disciplinary action is appropriate. If the County determines an unpaid suspension is appropriate discipline, exempt employees will be suspended in full-day increments; non-exempt employees will be suspended in partial or full-day increments. In addition, the County may impose a combination of disciplinary measures. **THE DISCIPLINE IMPOSED IN ANY PARTICULAR SITUATION IS AT THE SOLE DISCRETION OF THE COUNTY. NOTHING IN ANY OF THE COUNTY'S POLICIES OR BY VIRTUE OF ANY PAST PRACTICE OF THE COUNTY REQUIRES THE COUNTY TO FOLLOW ANY PARTICULAR COURSE OF DISCIPLINE.** Supervisors and Department Head must submit terminations to the County Administrator for review.

Employees must sign counseling memoranda, policy statements, performance evaluations and other similar documents. The employee's signature does not necessarily indicate agreement with the contents of the document, only that he/she has been notified of the contents of the document. If an employee refuses to sign the document he/she will be relieved of duty without pay. If he/she does not sign the form by 5:00 p.m. at the end of his next scheduled workday, he/she will be presumed to have resigned and will be separated from the payroll.

Employee Performance

Examples of Conduct Warranting Disciplinary Action

It is not possible to list all acts and omissions that may result in disciplinary action. The disciplinary action that is appropriate for any particular misconduct is at the sole discretion of the County. The following are merely examples of some of the more obvious types of misconduct that may result in disciplinary action, up to and including discharge. **THE COUNTY RESERVES THE RIGHT TO TREAT EACH EMPLOYEE INDIVIDUALLY WITHOUT REGARD FOR THE WAY IT HAS TREATED OTHER EMPLOYEES AND WITHOUT REGARD TO THE WAY IT HAS HANDLED SIMILAR SITUATIONS.**

Examples of Conduct Warranting Disciplinary Action:

- conviction of or plea of guilty or no contest to a charge of theft, violation of drug laws, sexual misconduct, offense involving moral turpitude or offense which affects the County's reputation or which reasonably could create concern on the part of fellow employees or the community
- incompetence
- unauthorized absence or tardiness
- insubordination, disrespect for authority, or other conduct which tends to undermine authority
- failure or refusal to carry out instructions
- unauthorized possession or removal, misappropriation, misuse, destruction, theft or conversion of County property or the property of others
- violation of safety rules; neglect; engaging in unsafe practices
- interference with the work of others
- threatening, coercing or intimidating fellow employees, including "joking" threats
- dishonesty
- tardiness or absenteeism
- failure to provide information; falsifying County records; providing falsified records to the County for any purpose
- failure to report personal injury or property damage
- neglect or carelessness
- introduction, possession or use of illegal or unauthorized prescription drugs or intoxicating beverages on County property or while on duty anywhere; working while under the influence of illegal drugs or intoxicating beverages; off-the-job illegal use or possession of drugs. For purposes of this policy, an employee is "under the influence" if s/he has any detectable amount of any such substance in his system.
- unsatisfactory performance
- violation of County policies
- lack of good judgment
- any other reason that, in the County's sole determination, warrants discipline

Richland County Council Request of Action

Subject

One Year Extension of County-City 911 Intergovernmental Agreement [**PAGES 60-67**]

Notes

June 23, 2015 - The Committee recommended that Council approve the request to implement a one year extension of the County's intergovernmental agreement with the City of Columbia to provide a joint 911 Communications Center. The one year extension of the current agreement will provide Staff with additional time to explore and negotiate a new intergovernmental agreement. The Committee directed Staff to incorporate all of the applicable County operations (e.g., Sheriff, Coroner, and Fire Departments) into the new agreement, and to ensure that the concerns of the Sheriff's Department are addressed.

Richland County Council Request of Action

Subject: One Year Extension of County-City 911 Intergovernmental Agreement

A. Purpose

County Council is requested to implement a one year extension of the County's Intergovernmental Agreement with the City of Columbia to provide a joint 911 Call Answering Center.

B. Background / Discussion

Richland County and the City of Columbia have an Intergovernmental Agreement (IGA) to provide a joint 911 Call Answering Center. The IGA was implemented in July 2010 and expires June 30, 2015. The City has proposed a one year extension of the current agreement to give the County and City time to explore future agreements or changes. The current and proposed agreements are attached.

C. Legislative / Chronological History

- Existing 911 IGA effective on July 1, 2010 and expires on June 30, 2015.
- Proposed IGA extension is for one year and will be effective on July 1, 2015 and expire on June 30, 2016.

D. Financial Impact

The 911 IGA is funded through the County's General Fund, Fire Fund and Emergency Telephone System fund. Funding will be available in the approved 2015-2016 budget.

E. Alternatives

1. Approve the City's request to extend the 911 Center IGA for one year. If approved, the extension will expire on June 30, 2016.
2. Do not approve the City's IGA request to extend the 911 Center IGA for one year.

F. Recommendation

It is recommended that Council approve the request for a one year extension of the 911 Center IGA to provide time to explore future IGA's or changes to the current system.

Report by: Michael A. Byrd

Department: Emergency Services

Date: June 9, 2015

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

Date: 6/12/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Cheryl Patrick
✓ Recommend Council approval
Comments regarding recommendation:

Date: 6/12/15
 Recommend Council denial

Sheriff

Reviewed by: Chris Cowan
 Recommend Council approval

Date: 6/17/15
 Recommend Council denial

Approve Council approve; with the understanding that RCSD has many of the same documented concerns about the efficiency and effectiveness of Communications as other public safety in the City and County that need to be discussed and addressed.

Legal

Reviewed by: Elizabeth McLean
 Recommend Council approval

Date: 6/16/15
 Recommend Council denial

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

Administration

Reviewed by: Warren Harley
✓ Recommend Council approval
Comments regarding recommendation:

Date: 6/18/15
 Recommend Council denial

4. **BUILDING:** CRC 911 will continue to be located at 1800 Laurel Street. The City will be responsible for providing CRC 911 operational and maintenance needs
 - a. Due to the rapid growth of the City of Columbia and Richland County, maintaining a state-of-the art emergency communications center is necessary to ensure efficient and professional services to citizens and user agencies.
 - b. Both parties agree to initiate a joint (City/County) Feasibility Study, facilitated by the CRC 911 Director, within twenty-four (24) months from the effective date of this Agreement
 1. Feasibility Study: The focus of the Feasibility Study will be the identification of viable options of either expanding current space availability, or procuring a new facility in order to acquire dedicated training facilities, technology areas, conference areas, personnel maintenance facilities, supervisory areas, and storage (records) areas.
 2. The study and associated recommendations will be presented to the Oversight Committee for consideration and approval.
 3. All approved recommendations will be included in the next fiscal year's budget proposal to the controlling authorities.
5. **MAINTENANCE:** Maintenance of the 911 system equipment and console equipment will be funded by available 911 subscriber fee revenues.
 - a. All other radio equipment will be maintained by the respective agencies. Maintenance expenses for the Computer-Aided Dispatch (CAD) system will be included in the annual CRC 911 budget and shall be borne equally by the parties.
 - b. Both parties agree to continue to equally share the operational cost of CRC 911; to include, but not limited to, other operational, maintenance, and/or administrative costs, including personnel/staffing costs, subject to the appropriation of funds for such purpose by the respective governing bodies.
6. **PERSONNEL:** During the course of this Agreement all current and future CRC 911 personnel will continue to be considered employees of the City of Columbia.
7. **ACQUISITION OF DISPATCH EQUIPMENT:** Through the use of available 911 subscribers' fees, the County shall continue to provide sufficient 911 dispatch equipment required to properly operate CRC 911. The County, through the use of available 911 subscribers' fees, shall provide such additional equipment as is necessary from time to time to provide adequate and efficient 911 services.
8. **AUDIT:** All County funds, including 911 tariff funds used to support the operations of CRC 911, will be subject to audit by the County.
9. **DURATION:** The term of this Agreement shall be for a period of five (5) years commencing upon the date of acceptance.
10. **TERMINATION:** Either party may terminate this Agreement upon twelve (12) months' written notice to the other party of its intent to do so. However, termination of this Agreement shall not result in disruptions of 911 services to either party.
11. **ENTIRE AGREEMENT AND AMENDMENTS:** This Agreement constitutes the entire agreement between the parties, and there are no other agreements, covenants, promises, terms or understanding concerning the subject hereof, other than those herein set forth. No subsequent alteration, modification, amendment, change, deletion, or addition to this Agreement shall be binding upon either party unless reduced to writing and duly executed by each party's authorized representative.

WITNESS:

Lynne Kintony
Chasler Brown

WITNESS:

Carri Annan
Mike D. Salley

RICHLAND COUNTY

BY: *Milton Pope*
Milton Pope
ITS: County Administrator

CITY OF COLUMBIA

BY: *Steve A. Gantt*
Steve A. Gantt
ITS: City Manager

Richland County Attorney's Office

[Signature]
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

ORIGINAL
STAMPED IN RED

RESOLUTION NO.: R-2010-051

Authorizing the City Manager to execute a 911 Communications Center Consolidation Agreement between the City of Columbia and Richland County

WHEREAS, the City of Columbia ("City") and Richland County ("County") entered in to a 911 Communications Consolidation Agreement in 1999 which consolidated the emergency dispatch services for the Columbia Police Department, Richland County Sheriffs' Department, Columbia Fire Department and Richland County Emergency Services Department; and,

WHEREAS, the City and County desire to continue the operation of the Columbia-Richland Communication Center for a period of five (5) years; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this 16th day of June, 2010, that the City Manager is hereby authorized to execute the attached 911 Communications Center Consolidation Agreement between the City of Columbia and Richland County.

Requested by:

Mike King, ACM Public Safety



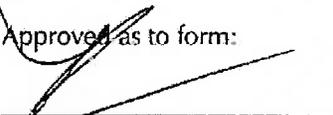
Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 6/16/2010
Final Reading: 6/16/2010

STATE OF SOUTH CAROLINA) 911 COMMUNICATIONS CENTER
) CONSOLIDATION AGREEMENT EXTENSION
COUNTY OF RICHLAND)

WHEREAS, the 911 Communications Center Consolidation Agreement ("911 Agreement") between the City of Columbia ("City") and Richland County ("County"), entered into on July 1, 2010 will expire on July 1, 2015; and,

WHEREAS, the City and County desire to extend the 911 Agreement for an additional one (1) year term commencing July 1, 2015 and ending on June 30, 2016;

NOW, THEREFORE, in consideration of the mutual undertakings and terms contained herein, the City and County agree as follows:

Subject to and contingent upon approval and authorization by the parties' respective legislative bodies by legislative enactment, the term of the 911 Agreement, which is attached hereto and incorporated herein by reference thereto shall be extended for an additional one (1) year period from July 1, 2015 to June 30, 2016.

Except as modified herein and extended hereby, the 911 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this 911 Communications Center Consolidation Agreement Extension this ___ day of _____, 2015.

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

BY: _____

ITS: _____

CITY OF COLUMBIA

BY: _____

Teresa B. Wilson

ITS: City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC

Richland County Council Request of Action

Subject

An Ordinance Authorizing a lease to United Way of the Midlands for 5178± square feet of space at 2000 Hampton Street, 3rd Floor and _____ square feet of space at 2000 Hampton Street, 4th Floor **[FIRST READING]**
[PAGES 68-82]

Notes

June 23, 2015 - The Committee recommended that Council give first reading approval of the ordinance. Staff will include a copy of the lease in the July 7th, 2015 Council meeting agenda packet.

Richland County Council Request of Action

Subject: Midlands Healthcare Collaborative - Dental and Eye Care Clinic Expansion

A. Purpose

United Way of the Midlands (UWM), serving as fiscal agent for Midlands Healthcare Collaborative (MHC), consisting of Palmetto Health, Providence Hospitals and Lexington Medical Center and United Way, is requesting approximately 5,200 square feet of space on the third floor of the County's Health Department Building (2000 Hampton) to operate a dental and eye care clinic for low-income, uninsured adult clients.

B. Background / Discussion

United Way and Palmetto Health have operated the fourth floor dental clinic since the Health Department building was opened in the early 1980s. The fourth floor clinic will continue to operate and see primarily uninsured, low income children identified by the local public schools.

In late 2013, UWM and MHC asked County Council to consider allocating space for a full service clinic on the third floor of the Health Department Building. The effort was to include medical, dental and eye care based on the Medical Mission format that had been delivered to the community in 2011, 2012, 2013 and 2014.

At the November 5, 2013 Council Meeting, the following occurred: Midlands Healthcare Collaborative (MHC): Use of Third Floor in Richland County Health Department for Free Comprehensive Healthcare Center and In-Kind Assistance. Council unanimously approved negotiating the terms of a formal agreement with the Collaborative, which includes control mechanisms for potential liabilities. The request is for the use of the third floor in the Richland County Health Department, and in-kind assistance for the purpose of providing free medical, vision, and dental services to uninsured and underinsured adults in Richland, Lexington and Fairfield Counties, and dental services to uninsured children in Richland and Lexington Counties.

Early this year, partners, including Palmetto Health, agreed that they only would expand the dental and eye care efforts. MHC's expanded space will enable it to see more patients, especially adult patients who have an adverse impact on local emergency rooms when they attempt to access dental services through the hospital systems in the community. MHC expects to serve 52% more patients for dental services and 85% more for hygiene and prevention services.

UWM began work with Richland County staff to define the space and do all of the assessments and design work. United Way hired LCK as project manager and Stevens and Wilkinson as architects to complete the necessary work. This has been accomplished, with plans presented to Richland County staff by the project manager, LCK. UWM has begun work on the lease agreement for the space.

UWM, as the fiscal agent for this effort, is requesting the space as well as certain services to include utilities, parking, security, limited janitorial, and other basic building services. These services are currently being provided for the dental and eye care clinic operations presently

onsite. No Richland County funds are being requested. The renovations and operations will be paid for by UWM, Palmetto Health and their partners.

If the MHC occupies this space (approximately 5,200 sq. ft.), there will be approximately 10,750 sq. feet of additional available space remaining for the County's use. Currently occupied space on the 3rd floor includes the OSBO division (approximately 3,000 sq. ft.) and the eye clinic (approximately 2,000 sq. ft.).

This arrangement will require a lease. The lease will require an ordinance, which has been attached. The Legal Department is working to refine the lease. The lease will be forwarded to Council for first reading.

C. Legislative / Chronological History

November 5, 2013 Council Meeting: Midlands Healthcare Collaborative (MHC): Use of Third Floor in Richland County Health Department for Free Comprehensive Healthcare Center and In-Kind Assistance. Council unanimously approved negotiating the terms of a formal agreement with the Collaborative, which includes control mechanisms for potential liabilities. The request is for the use of the third floor in the Richland County Health Department, and in-kind assistance for the purpose of providing free medical, vision, and dental services to uninsured and underinsured adults in Richland, Lexington and Fairfield Counties, and dental services to uninsured children in Richland and Lexington Counties.

November 11, 2014 Council Meeting: An Ordinance Authorizing a lease to United Way of the Midlands for 1205.3± Square Feet of space at 2000 Hampton Street, 3rd Floor [THIRD READING]: Council gave third reading approval to the ordinance as presented in the agenda packet. [For optometry clinic.]

D. Financial Impact

MHC has received a grant from BCBS of SC Foundation of \$608,040 to purchase all new dental equipment for the expanded dental clinic. In addition, several thousands of dollars will be spent on the renovations required on the third floor to accommodate the new clinic, bringing the total renovation budget for the project to \$856,136. Total annual operating budget is expected to be \$1,060,672. Because of these significant expenditures, MHC is requesting a 10 year or longer lease for the project.

Below please find the projected budgets for renovations and operations for the clinic.

Midlands Healthcare Collaborative		
Expenditures for Upfitting Eye & Dental Clinics		
Expenditures		Amount
Dental Equipment		\$ 435,271
Dental Computer Hardware		39,175
Dental Chair Setup		107,082
Up Fitting		192,918
Signage		500
Asbestos Abatement		5,000
Asbestos Survey		2,422
Planning Design & Architectural Fees		33,000
Subtotal		\$ 815,368
5% Contingency		\$ 40,768
Grandtotal		\$ 856,136

MIDLANDS HEALTHCARE COLLABORATIVE			
FY15-16 Operating Budget			
Expenditures	Eye Care	Dental	Budget
Personnel & Fringe	\$ 47,901.00	\$ 761,858.64	\$ 809,759.64
Other Operating	\$ 63,697.00	\$ 105,902.00	\$ 169,599.00
Miscellaneous	\$ 5,100.00	\$ 76,213.36	\$ 81,313.36
Total Expenditures	\$ 116,698.00	\$ 943,974.00	\$ 1,060,672.00

Again – no funds are being requested of Richland County Government other than for the same services currently being provided for the dental and eye care clinic operations onsite (utilities, parking, etc.)

E. Alternatives

1. Approve the request to allow MHC to expand the dental and eye care services in vacant space on the third floor of the Health Department building.
2. Do not approve this request. Not allowing MHC to use this space would prevent the expansion of the clinic. MHC would lose the BCBS grant and not be able to expand these services.

F. Recommendation

It is recommended that Council approve the request to allow MHC to expand the dental and eye care services in vacant space on the third floor of the Health Department building.

Recommended by: Roxanne Ancheta

Department: Administration

Date: June 15, 2015

G. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 6/16/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Support Services

Reviewed by: Bill Peters

Date: 6/17/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Support Services has been involved in the design of space process and is completing the final plan review. MHC will have to work with the Health department to ensure the renovations will not have an adverse effect on the Health Department operations.

Risk Management

Reviewed by: David Chambers

Date: 6/17/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 6/18/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This lease will require an ordinance, which has been attached. The Legal Department is working to refine the lease. The lease will be forwarded to Council for first reading.

Administration

Reviewed by: Roxanne Ancheta

Date: June 19, 2015

X Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve the request to allow MHC to expand the dental and eye care services in vacant space on the third floor of the Health Department building. This will leave additional space for future County operations, if needed. This arrangement will require a lease. The lease will require an ordinance, which has been attached. The Legal Department is working to refine the lease. The lease will be forwarded to Council for first reading.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-15HR

AN ORDINANCE AUTHORIZING A LEASE TO UNITED WAY OF THE MIDLANDS FOR 5178± SQUARE FEET OF SPACE AT 2000 HAMPTON STREET, 3RD FLOOR AND _____ SQUARE FEET OF SPACE AT 2000 HAMPTON STREET, 4TH FLOOR.

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 lease 5178± sq. ft. of space on the 3rd Floor and _____ sq. ft. of space on the 4th Floor of 2000 Hampton Street to the United Way of the Midlands, as specifically described in the Lease Agreement, a copy of which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2015.

RICHLAND COUNTY COUNCIL

By: _____
Torrey Rush, Chair

Attest this _____ day of
_____, 2015.

S. Monique McDaniels
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:

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

LEASE AGREEMENT
(2000 Hampton Street – 3rd and 4th Floor)
(Community Partners of the Midlands, LLC, a
corporation of the United Way of the Midlands)

This Lease Agreement entered into on this the _____ day of _____, 2015, is by and between Community Partners of the Midlands, LLC (a corporation of the United Way of the Midlands) (hereinafter “Lessee”), and Richland County (hereinafter the “County”).

WHEREAS, the County owns the property located at 2000 Hampton Street, Columbia, South Carolina, also known as the Richland County Health Department Building (the “Property”), and is willing to lease approximately _____± sq. ft. of such Property to the Lessee for use as an eye and dental clinic, which will include 5,178± sq. ft. of space on the third floor and _____± sq. ft. of space on the fourth floor; and

WHEREAS, the County and the United Way of the Midlands previously entered into a Lease Agreement (the “Previous Lease”) for space on the third floor of the Property, for use as an eye clinic; and

WHEREAS, the Lessee desires to lease property from the County for expansion of the eye and dental services already being provided at the Property; and

WHEREAS, the County requires Lessee to relocate the current eye clinic space; and

WHEREAS, the parties desire to execute a lease agreement setting out the parameters of the arrangement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree as follows:

1. Leased Premises. The County hereby leases to Lessee, and Lessee hereby leases from the County, approximately 5,178± square feet of space on the 3rd Floor of the Property and _____± sq. ft. of space on the 4th Floor of the Property, as is further described on Exhibits A

and B, attached hereto and incorporated herein.

2. Purpose of Lease. The Lessee shall use the Leased Premises as an eye and dental clinic (the "Clinic"), which shall serve adults in Richland County that are less than or equal to 200% of the federal poverty level, or other criteria as determined from time to time by Lessee, so long as such criteria is consistent with the spirit and intent of providing low or no-cost care to low income and uninsured residents of Richland County.

3. Term. The term of this Agreement shall be for a period of one (1) year from the date of execution, unless otherwise terminated under the provisions provided below. This Lease Agreement shall automatically renew on the same terms and conditions as stated herein, for four (4) consecutive one (1) year terms, unless either party gives ninety (90) days written notice before the expiration of any term.

4. Rent/Consideration. The Lessee shall not be required to pay a rental fee to the County for lease of the Property. In lieu of a rental fee, consideration for this Lease Agreement shall be Lessee's continued operation of the Clinic under the terms specifically provided in paragraph 2, above, and as is elsewhere provided herein.

5. Transition and Relocation to Leased Premises. Lessee agrees to relocate the eye clinic from the space leased in the Previous Agreement to the current Leased Premises no later than (2) weeks after execution of this Agreement, or whenever the Leased Premises modifications have been completed by Lessee, whichever first occurs. Lessee understands and acknowledges that the County will not use any County resources, monetary or other, to assist in the physical relocation of any services, equipment or personnel to the Leased Premises.

6. Termination, Breach and Non-Appropriations. Either party may terminate this Lease Agreement for convenience at any time with ninety (90) days written notice to the other

party (hereinafter "Notice of Termination"). In the event of such termination for convenience, Lessee shall completely vacate the premises by the 90th day after receipt of the Notice of Termination.

In the event of a breach by Lessee of any provision of the Lease Agreement, the County shall serve upon the Lessee a written notice (hereinafter "Notice of Breach") specifying with particularity wherein such default or breach is alleged to exist and that the Lessee has fifteen (15) days to cure such breach or default after the receipt of such notice. If the breach is not cured within the allotted time, the County may, at its option, terminate the Lease Agreement immediately without further obligations under the Lease Agreement. Upon termination of the Lease Agreement for breach or default, Lessee shall have thirty (30) days from the Notice of Breach to completely vacate the Property.

7. Utilities and Maintenance. The County shall be responsible for the cost and provision of all utilities on the Property, including the Leased Premises, during the lease Term. The County shall be responsible for maintaining the Property in a reasonably good condition during the Lease Term, providing daily routine janitorial services (trash removal (excluding any blood born pathogen waste), vacuuming and damp mopping of tiled surfaces), and periodic pest control consistent with service provided to all Richland County property. The County shall investigate all requests for maintenance to determine necessary repairs within a reasonable time of receiving notice from Lessee of a need for repair. The County will use its best efforts to coordinate custodial services and maintenance and repair activities with Lessee to minimize interference with operation of the Clinic and protect client confidentiality.

Lessee shall be solely responsible for its equipment and personal property, including all maintenance and repair. Any service work on Lessee equipment that requires any facility

infrastructure interruption, change, or involvement at any level, must be requested and coordinated with Richland County Department of Support Services with a minimum of 48 hour notice. All equipment provided by the Lessee shall meet all county, OSHA, and all required regulatory codes and ordinances, including but not limited to building codes, energy codes, and life safety codes. All equipment and or equipment specifications will be subject to approval by the County before installation and subject to subsequent inspection for compliance.

The Lessee releases the County from any and all liability for any infrastructure failure or routine maintenance that may interrupt operations. The Lessee shall be liable for all costs associated with any damage or vandalism to the Leased Premises and associated public areas caused by clients of the Lessee or employees of the Lessee.

All operation costs of the Clinic shall be the sole responsibility of the Lessee.

8. Building Access and Hours of Operation. The Clinic may operate only on weekdays from 8:30am to 5:00pm. Operation on any holidays (as defined by the South Carolina Health Department holiday schedule) is prohibited. Anyone associated with the Lessee requiring access outside of normal operating hours must be approved by the County, which includes key access. Lessee shall keep a record of any keys assigned to Clinic employees and the key holders' contact information shall be forwarded to the County for approval.

9. Erection of Signs. The Lessee shall have the right to erect appropriate signs or markings designating and identifying its use of the Property; however, the location, number, size, and appropriateness of any signs or markings must receive prior approval from the County. The County agrees not to unreasonably withhold such approval.

10. Insurance/Indemnification. Lessee shall maintain a comprehensive liability policy sufficient to meet the coverage and limits set forth under the requirements of the South

Carolina Tort Claims Act. Lessee's insurance policy shall specifically cover personal injury loss and claims, as well as property loss from theft, fire, and other natural disasters; the County shall not be responsible for any such damages or loss.

Lessee agrees to indemnify, hold harmless and defend Richland County, its employees, officers, agents, successors and assigns from and against any and all liability, damages, losses, costs, expenses, demands, claims, suits, actions and causes of action on account of, or in any way arising from the Lessee's use and occupation of the Leased Premises, except to the extent such losses, claims, suits, and other liability are caused solely by the County.

11. Improvements/Modifications. Lessee agrees to take possession of the Leased Premises in "as-is" condition and that no improvements or modifications are required by the County to the Leased Premises before Lessee occupies such space. County and Lessee agree that for operation of the Clinic, Lessee requires certain improvements/modifications to the Leased Premises, which shall be pre-approved by the County, and performed at Lessee's sole expense. The Lessee will obtain written approval from the County before any work is performed on the Leased Premises. The Lessee will utilize any and all County standard materials and equipment requirements for any improvement or modifications. Lessee further agrees that no additional improvements and modifications shall be made during the Term of this Lease Agreement without prior written approval of the County. Any such approved improvements or modifications will be the sole financial responsibility of the Lessee unless otherwise agreed to in writing by the County.

Any alteration or improvements made by the Lessee including any fixtures, carpeting, painting, wallpaper, filing systems and the like shall become a part of the Property unless otherwise specified by the County in writing. Upon termination of the Lease Agreement, the

Lessee shall restore the property to its original condition or repair, safety and appearance, ordinary wear and tear excepted, except as to the fixtures, carpeting, painting, wallpaper, filing systems, improvements/alterations and the like which the County has accepted. If Lessee fails to do so, Lessee will promptly reimburse the County for any expenses required to restore the premises to the original condition as described herein.

12. Assignment/Sub-Lease. This Lease Agreement may not be assigned by either party. Lessee may not sub-lease the Property without prior written consent of the County.

13. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

14. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Lease Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

15. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

1. If to Richland County, address to:

Richland County
c/o W. Anthony McDonald, Administrator
2020 Hampton Street
Post Office Box 192
Columbia, South Carolina 29202

2. If to Lessor, address to:

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

16. Governing Law. This Agreement is to be construed in accordance with the laws of the State of South Carolina.

17. Miscellaneous Provisions.

a. The failure of any party to insist upon the strict performance of any provision of this Lease Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Lease Agreement at any subsequent time. Waiver of any breach of this Lease Agreement by any party shall not constitute waiver of any subsequent breach.

b. The parties hereto expressly agree that this Lease Agreement in no way creates any agency or employment relationship between the parties or any relationship which would subject either party to any liability for any acts or omissions of the other party to this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Witnesses as to Lessee:

**COMMUNITY PARTNERS OF THE
MIDLANDS, LLC**

By: _____

Name: _____

Its: _____

Witnesses as to Richland County:

**RICHLAND COUNTY,
SOUTH CAROLINA**

By: _____

Name: _____

Its: _____

Richland County Council Request of Action

Subject

Approval of Sponsorship/Donation Payments [**PAGES 83-86**]

Notes

June 23, 2015 - The Committee recommended that Council approve the sponsorship/donation payments, totaling \$1,690.00, made between September 2014 and December 2014 to be in compliance with the "South Carolina Transparency – Political Subdivision Appropriation of Funds" and Richland County "Individual Recommended Agency Funding" Policies.

Richland County Council Request of Action

Subject: Approval of Sponsorship/Donation Payments

A. Purpose

County Council is being requested approve several sponsorship/donation payments made between September 2014 and December 2014 to be in compliance with the “South Carolina Transparency – Political Subdivision Appropriation of Funds” and Richland County “Individual Recommended Agency Funding” Policies.

B. Background / Discussion

As adopted in the FY14-15 budget for the State of South Carolina, budget proviso 110.6, “South Carolina Transparency – Political Subdivision Appropriation of Funds”, is as follows:

- (A) “A political subdivision receiving aid from the Local Government Fund may not:
- (1) Appropriate money to any entity unless that appropriation appears as a separate and distinct line item in the political subdivision’s budget or in an amendment to the political subdivision’s budget; or
 - (2) Except in cases of emergency or unforeseen circumstances, donate funds to a nonprofit organization unless the amounts donated are appropriated on a separate and distinct line item in the political subdivision’s budget or an amendment to the political subdivision’s budget that includes the names of the entities to which the donations are being made. In the case of an emergency or unforeseen circumstances, a political subdivision may donate funds to a nonprofit organization if the amount and purpose of the proposed donation and the nature of the emergency or unforeseen circumstances necessitating the donation are announced in open session at a public meeting held by the governing body of the political subdivision and the funds are not delivered to the organization for five days following the announced intent to make the donation.
 - (3) A political subdivision receiving aid from the Local Government Fund may not appropriate money to any entity without the requirement that the entity provides at the end of the fiscal year a detailed description of the purposes for which the money was used.”

The Richland County Policy for “Individual Recommended Agency Funding” is as follows:

“In addition to any other policies adopted by Council relative to individual discretionary funds, I move designate up to \$_____ in Council individual discretionary accounts to be used to provide funding or support for the public purposes of any agency that would otherwise qualify for hospitality tax, accommodations tax, general fund or funding from any other source over which the County governing body can appropriate money for the public purposes of charitable, not-for-profit or other agencies that may receive public funds.

As public purpose events and activities of these agencies arise throughout the year, at the time of this motion those events or activities may not be fully known. Therefore, where possible Council members shall notify the full Council of their intent to fund or recommend funding from these discretionary sources with 1) the agency name, 2) the public purpose(s) and 3) the

dollar amount to be provided so Council may approve, deny or otherwise dispose of the request prior to the expenditure.

In cases where prior notice of the expenditure may not be given, the Council member providing the discretionary funding shall as soon after the expenditure as is practical notify the full Council of 1) the agency name, 2) the public purpose(s) and 3) the dollar amount thereof so that Council may approve, ratify, deny or otherwise dispose of the expenditure.

The designation of the use of these funds is an “up to” amount of Council’s individual discretionary fund accounts shall be made annually during the budget process and shall be included in the budget ordinance in years going forward from the adoption of this policy. The approval, denial or other disposition of specific expenditures made pursuant to this policy shall be given by Council during one vote at a regular or special called meeting of Council, the funds dedicated to the purpose of agency funding from this source having been appropriated during the budget process.”

C. Legislative / Chronological History

- June 2014 - State of South Carolina adopted budget proviso 110.6 for the FY14 – 15 budget.

D. Financial Impact

There were several sponsorship/donation payments made, that required Council’s approval, based on the policies above. Those payments, totaling \$1,690.00, are as follows:

District #2

A payment was made to PYATT Ventures on 11/3/14 for \$40.00

District #3

A payment was made to Newcastle Concerned Citizens, Inc. on 11/24/14 for \$150.00

District #10

A payment was made to Eastover-Lower Richland on 10/8/14 for \$250.00

A payment was made to Zion Pilgrim Baptist Church on 9/17/14 for \$175.00

A payment was made to Jack and Jill SC Chapter on 11/19/14 for \$75.00

District #11

A payment was made to St. John Foundation on 9/5/14 for \$500.00

A payment was made to Della McCullough on 9/5/14 for \$500.00

E. Alternatives

1. Approve the sponsorship/donation payments made between September 2014 and December 2014 to be in compliance with the “South Carolina Transparency – Political Subdivision Appropriation of Funds” and Richland County “Individual Recommended Agency Funding” Policies.
2. Do not approve the sponsorship/donation payments made between September 2014 and December 2014. If this alternative is selected, then the County will be noncompliant with

the “South Carolina Transparency – Political Subdivision Appropriation of Funds” and Richland County “Individual Recommended Agency Funding” Policies.

F. Recommendation

It is recommended that Council approve the sponsorship/donation payments that were made, in order to be compliant with South Carolina and Richland County policies.

Recommended by: Daniel Driggers
Department: Finance
Date: 3/16/15

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 3/23/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 6/16/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: It is a policy decision of Council whether to vote on the above payments in accordance with the “Individual Recommended Agency Funding” policy. I would also recommend that Council consult its policy on Individual Expense Accounts (Discretionary Funds) to determine if the expenses are appropriate for such funds.

Administration

Reviewed by: Tony McDonald Date: 6/17/15
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Approval of this item is consistent with the South Carolina Transparency–Political Subdivision Appropriation of Funds Act.

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article II, Rules of Construction; Definitions; Section 26-22, Definitions; so as to alter the definition of "Subdivision" **[PAGES 87-92]**

Notes

First Reading: June 23, 2015

Second Reading:

Third Reading:

Public Hearing: June 23, 2015

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-15HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE II, RULES OF CONSTRUCTION; DEFINITIONS; SECTION 26-22, DEFINITIONS; SO AS TO ALTER THE DEFINITION OF “SUBDIVISION”.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules Of Construction; Definitions; Section 26-22, Definitions; the definition of “Subdivision”; is hereby amended to read as follows:

Subdivision. All divisions of a tract or parcel of land into two (2) or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, lease or building development. The definition of subdivision includes:

- (a) All division of land ~~involving a new road or change in existing roads.~~
- (b) Re-subdivision involving a further division or relocation of lot lines of any lot or lots within a subdivision previously made and approved or recorded according to law.
- (c) The alteration of any roads or the establishment of any new roads within any subdivision previously made and approved or recorded according to law.
- (d) Combinations of recorded lots.

~~The following exceptions are included within this definition only for the purpose of requiring that Richland County have a record of these subdivisions:~~

- ~~(a) — The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to the standards of this chapter.~~
- ~~(b) — The division of land into parcels of five (5) acres or more where no new road is involved and plats of these exceptions must be received as information by the Richland County Planning and Development Services Department.~~
- ~~(c) — The combination or recombination of entire lots of record where no new road or change in existing roads is involved.~~

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules Of Construction; Definitions; Section 26-22, Definitions; the definition of “Subdivision, administrative”; is hereby added in appropriate chronological order to read as follows:

Subdivision, administrative. The combination or recombination of portions of previously platted and recorded lots where the total number of lots is not increased and the resultant lots are equal to the applicable site development standards set forth in this chapter; the division of land into parcels of five (5) acres or more where it does not result in the creation of a new roadway or the widening of an existing roadway; the combination or recombination of entire lots of record where no new road or change in existing roads is involved; or the division of a parcel into two (2) lots which do not result in the construction of a new road or the improvement (including, but not limited to, paving and/or widening) of an existing road; or the construction of new water facilities, other than private on-site wells; or the construction of new sewerage facilities, other than on-site septic tanks; or the construction of new storm drainage facilities, other than roadside swales and culverts; and is not in conflict with any provision or portion of the comprehensive plan, official map, or this chapter.

SECTION III. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules Of Construction; Definitions; Section 26-22, Definitions; the definition of “Subdivision, major”; is hereby amended to read as follows:

Subdivision, major. Any subdivision that does not meet the criteria for an subdivision exception (see subdivision definition) administrative subdivision or a minor subdivision.

SECTION IV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (c), Processes; Paragraph (1), Administrative Review”; is hereby amended to read as follows:

(1) *Administrative review.*

~~a. *Applicability.* The following types of subdivisions are subject to administrative review in accordance with this section:~~

~~1. The combination or recombination of portions of previously platted and recorded lots where the total number of lots is not increased and the resultant lots are equal to the applicable site development standards set forth in this chapter.~~

~~2. The division of land into parcels of five (5) acres or more where it does not result in the creation of a new roadway or the widening of an existing roadway.~~

- ~~3. The combination or recombination of entire lots of record where no new road or change in existing roads is involved.~~
- ~~4. The division of a parcel into two (2) lots which do not result in the construction of a new road or the improvement (including, but not limited to, paving and/or widening) of an existing road; or the construction of new water facilities, other than private on-site wells; or the construction of new sewerage facilities, other than on-site septic tanks; or the construction of new storm drainage facilities, other than roadside swales and culverts; and is not in conflict with any provision or portion of the comprehensive plan, official map, or this chapter.~~

ab. *Submittal.* Applications for administrative subdivision review shall be filed by the owner of the property or an authorized agent. The application shall be filed with the planning department. All documents/information required on the application must be submitted – including the permit fee, as established by Richland County Council. Plats must be prepared by a South Carolina licensed land surveyor.

be. *Staff review.* The planning department shall approve or deny the application within thirty (30) days after the submission date of a completed application. If the department does not provide the applicant with a notice of the application's status within thirty (30) days after the submission date of a completed application, then the application shall be deemed approved.

cd. *Public notification.* No public notification is required for administrative subdivision review.

de. *Formal review.* No formal review is required for administrative subdivision review.

ef. *Variances.* Requests for variances, unless otherwise specified, shall be heard by the board of zoning appeals under the procedures set forth in Section 26-57 of this chapter. However, variances from the requirements set forth in Article IX. must be approved by the planning commission.

fg. *Appeals.*

1. Appeals shall be made to the Richland County Planning Commission, subject to the procedures set forth in Sec. 26-

58 and the payment of fees as established by Richland County Council.

2. Pursuant to the requirements of Section 6-29-1150 (c) of the South Carolina Code of Laws, any person who may have a substantial interest in the decision of the planning commission may appeal such decision to the circuit court, provided that a proper petition is filed with the Richland County Clerk of Court within thirty (30) days after receipt of the written notice of the decision by the applicant. An appeal shall cease all staff review regarding the subject property. However, a reconsideration request may be heard at the same time as an appeal is pending. Since an appeal to the circuit court must be based on the factual record generated during the subdivision review process, it is the applicant's responsibility to present whatever factual evidence is deemed necessary to support his/her position. In the alternative, also within thirty (30) days, a property owner whose land is the subject of a decision by the planning commission may appeal by filing a notice of appeal with the circuit court accompanied by a request for pre-litigation mediation in accordance with Section 6-29-1150 and Section 6-29-1155 of the South Carolina Code of Laws.

gh. *Recordation/approval validity.*

1. *Recordation.* A signed and sealed plat for an approved subdivision must be recorded by the applicant, within thirty (30) days of approval, with the Richland County Register of Deeds. The applicant shall provide the planning department with at least one (1) copy of the recorded plat. No building permits or manufactured home setup permits shall be issued until the department receives a copy of the recorded plat of the subject property.
2. *Approval validity.* Failure to record a plat within thirty (30) days shall invalidate the plat approval.

SECTION V. The Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (c), Processes; Paragraph (2), Minor Subdivision Review"; Subparagraph a.; is hereby amended to read as follows:

- a. *Applicability.* The minor subdivision review process is required for those divisions of land that do not qualify for administrative

subdivision review, ~~(see above)~~ but which consist of less than fifty (50) lots. A minor subdivision shall not require engineered documents pertaining to design of infrastructure or the dedication of land to the county for open space or other public purpose. If a phased project, with fewer than fifty (50) lots in one or more phases, involves a total of fifty (50) or more lots within five (5) years of the recording of any prior phase, then the project shall be treated as a major subdivision, regardless of the size of the individual phases.

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

SECTION VIII. Effective Date. This ordinance shall be enforced from and after _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE _____ DAY

OF _____, 2015

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: June 23, 2015
First Reading: June 23, 2015
Second Reading: July 7, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (c), Processes; Paragraph (3), Major Subdivision Review; Subparagraph D, Bonded Subdivision Plat Review and Approval; Clause 6, Recordation; and Subparagraph E, Final Subdivision Plat Review and Approval; Clause 6, Recordation; so as to properly cross-reference two subsection **[PAGES 93-95]**

Notes

First Reading: June 23, 2015

Second Reading:

Third Reading:

Public Hearing: June 23, 2015

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-15HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE IV, AMENDMENTS AND PROCEDURES; SECTION 26-54, SUBDIVISION REVIEW AND APPROVAL; SUBSECTION (C), PROCESSES; PARAGRAPH (3), MAJOR SUBDIVISION REVIEW; SUBPARAGRAPH D, BONDED SUBDIVISION PLAT REVIEW AND APPROVAL; CLAUSE 6, RECORDATION; AND SUBPARAGRAPH E, FINAL SUBDIVISION PLAT REVIEW AND APPROVAL; CLAUSE 6, RECORDATION; SO AS TO PROPERLY CROSS-REFERENCE TWO SUBSECTIONS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (c), Processes; Paragraph (3), Major Subdivision Review; Subparagraph d., Bonded Subdivision Plat Review And Approval; Clause 6., Recordation; is hereby amended to read as follows:

6. *Recordation.* Once approved, prior to recordation, the bonded plat must be signed by the land development administrator or his/her designee. The approval of a bonded plat for a major subdivision shall not automatically constitute or affect an acceptance by the county of the dedication of any road, easement, or other ground shown upon the plat. Public acceptance of the lands must be by action of the Richland County Council. A bonded plat for a major subdivision must be recorded by the applicant within thirty (30) days of approval with the Richland County Register of Deeds. The applicant shall provide the planning department with at least five (5) copies of the recorded plat. Except as allowed under Section 26-54~~(b)(3)e-7.~~ (c)(3)c.6. of this chapter, no building permits or manufactured home setup permits shall be issued until the department receives a copy of the recorded plat of the subject property. If the developer fails to complete the bonded infrastructure improvements and submit a complete application for final subdivision plat approval within the specified time period, the county may proceed to collect the financial surety and assume responsibility for completing the required infrastructure improvements.

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (c), Processes; Paragraph (3), Major Subdivision Review; Subparagraph e., Final Subdivision Plat Review And Approval; Clause 6., Recordation; is hereby amended to read as follows:

6. *Recordation.* Once approved, prior to recordation, the final plat must be signed by the land development administrator or his/her designee. A final

plat for a major subdivision must be recorded by the applicant within thirty (30) days of approval with the Richland County Register of Deeds. The applicant shall provide the planning department with at least five (5) copies of the recorded plat. The approval of a final plat for a major subdivision shall not automatically constitute or affect an acceptance by the county of the dedication of any road, easement, or other ground shown upon the plat. Public acceptance of the lands must be by action of the Richland County Council. Except as allowed under Section 26-54~~(b)(3)e.7.~~ (c)(3)c.6., or unless an optional bonded plat has already been approved and recorded, no building permits or manufactured home setup permits shall be issued until the department receives a copy of the recorded final plat of the subject property.

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

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

SECTION V. Effective Date. This ordinance shall be enforced from and after _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY

OF _____, 2015

S. Monique McDaniels
Clerk of Council

Public Hearing: June 23, 2015
First Reading: June 23, 2015
Second Reading: July 7, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to add townhouses as a permitted use with special requirements in the RM-MD and RM-HD Zoning Districts [**PAGES 96-102**]

Notes

First Reading: June 23, 2015

Second Reading:

Third Reading:

Public Hearing: June 23, 2015

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-15HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; SO AS TO ADD TOWNHOUSES AS A PERMITTED USE WITH SPECIAL REQUIREMENTS IN THE RM-MD AND RM-HD ZONING DISTRICTS.

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

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

Townhouse: A single-family dwelling unit attached by fireproof common walls to other similar type units, each unit having an open space for light, air, and access in the front and rear. There shall be not less than three (3) or more than six (6) such units connected together.

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts And District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; Subsection (f), Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; “Residential Uses” of Table 26-V-2.; is hereby amended to read as follows:

(ORDINANCE CONTINUES ON NEXT PAGE)

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
<u>Residential Uses</u>																	
Accessory Dwellings		SR	SR	SR	SR	SR	SR		P	P					SR		
Common Area Recreation and Service Facilities		P	P	P	P	P	P	P	P	P	P	P	P	P			
Continued Care Retirement Communities		SE	SE						SR	SR	SR		SR	SR			
Dormitories										P	SE			SE			
Dwellings, Conventional or Modular																	
Multi-Family, Not Otherwise Listed									P	P				P			
Single-Family, Detached		P	P	P	P	P	P	P	P	P							
Single-Family, Zero Lot Line, Common						SE	SE		SR	SR				SR			
Single-Family, Zero Lot Line, Parallel				SR	SR	SR	SR		SR	SR							
<u>Townhouses</u>									<u>SR</u>	<u>SR</u>							
Two-Family									P	P							
Dwellings, Manufactured Homes on Individual Lots		SR	SR	SR				SR							SE		
Fraternity and Sorority Houses									P	P	P			P			
Group Homes (9 or Less)		SR	SR	SR	SR	SR	SR	SR	SR	SR							
Group Homes (10 to 15)		SR								SE	SE	SE	SE	SE			
Manufactured Home Parks								SR									
Rooming and Boarding Houses										SE	SE	SE	SE	P			
Special Congregate Facilities											SE			SE			

SECTION III. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (b), Permitted Uses with Special Requirements Listed by Zoning District; is hereby amended by the insertion of a new paragraph to read as Paragraph “(72) Townhouse – RS-MD, RS-HD”, the existing Paragraph (72) is renumbered to read as Paragraph (73), and all remaining paragraphs are renumbered in appropriate chronological order.

SECTION IV. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c), Standards; is hereby amended by the insertion of a new paragraph to read as Paragraph “(72) Townhouse”, the existing Paragraph (72) is renumbered to read as Paragraph (73), and all remaining paragraphs are renumbered in appropriate chronological order.

(72) Townhouses.

- a. Use districts: Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density.
- b. The minimum lot area shall be 1,500 square feet.
- c. The minimum lot width shall be twenty (20) feet.
- d. If parking is provided underneath the structure or in the front yard, the minimum front yard setback shall be twenty (20) feet. The minimum front yard setback shall be ten (10) feet if parking is provided in the rear yard.
- e. The maximum height of structures shall be three (3) stories or forty-five (45) feet.
- f. A side yard setback of at least five (5) feet shall be provided between the end units of a row and a side lot line; however, when the side lot line is a street line or driveway, the side yard setback adjacent to such street shall be at least ten (10) feet.
- g. The rear yard setback shall be twenty (20) feet; however, when required vehicular parking space is provided in the rear yard, minimum rear yard depth shall be twenty-five (25) feet, provided that no rear yard shall be required for simultaneously constructed units abutting at the rear and sharing for their full width a common nonbearing wall which complies with the building code.
- h. The building foot print of the principle structure shall not cover more than fifty (50%) percent of the lot area.

i. All common driveways, parking areas, open spaces or other amenities shall have provisions for perpetual maintenance by the property owners association or property owner(s)

j. No more than six (6) dwellings shall be constructed or attached together in a continuous row, and no such row shall exceed two hundred (200) feet in length.

k. An accessory building, excluding carports or garages, shall be permitted in the rear yard provided it does not exceed one hundred (100) square feet in gross floor area and meets the required side yard setback.

SECTION V. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-173, Off-street Parking Standards; Subsection (c), Number of Spaces Required; “Residential Uses” of Table 26-VII-1.; is hereby amended to read as follows:

TYPE OF LAND USE	PARKING SPACES REQUIRED		
	Minimum	* (Mid-range to Maximum must enhance water quality treatment)	
		Mid-range	Maximum **
Residential Uses			
Accessory Dwellings	One (1) Per Dwelling	N/A	One (1) Per Dwelling
Boardinghouses	One (1) for Every Two (2) Rooms Plus One (1) for the Resident Manager	Two (2) for Every Three (3) Rooms Plus One (1) for the Resident Manager	One Per Room Plus One (1) for the Resident Manager
Child and Adult Day Care Homes, Family	As for Single-Family Dwellings, Plus One (1) Additional Space	N/A	As for Single-Family Dwellings, Plus Two (2) Additional Spaces
Continued Care Retirement Communities	One (1) for Every Dwelling Unit Plus One (1) for Every Two (2) Employees on Shift of Greatest Employment	One (1) and One-Half (1½) for Every Dwelling Unit Plus One (1) for Every Two (2) Employees on Shift of Greatest Employment	Two (2) for Every Dwelling Unit Plus One (1) for Every Employee on the Shift of Greatest Employment
Dwellings, Two-Family or Single-Family, <u>Townhouses</u> , or Manufactured Homes on Individual Lots	Two (2) Spaces for Every Dwelling Unit	N/A	Three (3) Spaces for Every Dwelling Unit
Dwellings, Multi-Family	Two (2) Spaces for Every Dwelling Unit	Two and One-Half (2½) Spaces for Every	Three (3) Spaces for Every Dwelling Unit

		Dwelling Unit	
Manufactured Home Parks	Two (2) Per Manufactured Home	Two and One-Half (2½) Per Manufactured Home	Three (3) Per Manufactured Home
Special Congregate Facilities	One (1) Per Resident Staff Plus Two (2) for Every Three (3) Staff/Volunteers on Shift of Greatest Employment Plus One (1) for Each Vehicle Used in the Operation	N/A	One (1) Per Resident Staff Plus One (1) for Every Staff/Volunteer on Shift of Greatest Employment Plus One (1) for Each Vehicle Used in Operation

SECTION VI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-173, Off-street Parking Standards; Subsection (d), Design of Parking Areas; Paragraph (2), Maneuvering Space; Subparagraph a., General; is hereby amended to read as follows:

- a. *General.* All off-street parking areas, with the exception of parking areas for single-family detached, ~~and~~ two-family dwellings, and townhouses, shall be so designed that vehicles will not be required to back onto a public road when leaving the premises. All parking areas shall be designed so that there is sufficient area for access to all parking spaces and safe maneuvering within the parking area.

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

SECTION IX. Effective Date. This ordinance shall be enforced from and after _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE _____ DAY

OF _____, 2015

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: June 23, 2015
First Reading: June 23, 2015
Second Reading: July 7, 2015 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

Lease Agreement; Warehouse for Richland Library during Capital Program [**PAGES 103-121**]

Notes

June 23, 2015 - The Committee recommended that Council approve the request to enter into a lease agreement which will allow the library to securely store furnishings and equipment in an accessible location, contingent upon Legal review and inclusion of any amendments in the lease agreement.

Richland County Council Request of Action

Subject: Lease Agreement; Warehouse for Richland Library during Capital Program

A. Purpose

County Council approval is requested to enter into a lease agreement with Lindau Chemicals, Inc. for warehouse space to store library furnishings and equipment during renovations to existing library buildings. The warehouse is located at 649A Rosewood Drive, Columbia, SC and is 16,328 square feet.

B. Background / Discussion

Richland Library is in various stages of design on 6 out of 10 of the projects in its Capital Improvements Program. Two projects have completed code review and are ready to bid. Library buildings starting construction will need to be emptied of furnishings and equipment, and those items stored in a safe manner until construction is completed and the building is ready for re-occupancy. The Library’s Operations staff conducted a search of available warehouse space within a five mile radius of the main library that would meet the library’s needs of between 15,000 and 20,000 square feet, and have the appropriate loading dock and roll-up doors.

The best of available warehouses was also the least expensive. The lease of space was presented to the Library Board of Trustees at their meeting on April 13, 2015.

As presented to the Library Board, the lease would be for three years. The Library Board approved the lease for consideration by County Council.

C. Legislative / Chronological History

April 13, 2015: Lease approved by Library Board of Trustees for consideration by County Council.

D. Financial Impact

The lease is for \$5,075.29 per month with one month’s rent as security deposit.

3 years rent	\$ 182,710.32
3 years utilities, maint. & ins.	<u>\$ 15,000.00</u>
Total (not to exceed)	\$ 197,710.32

The Library Board approved an overall budget for the Capital Improvement Program on October 13, 2014. A line of that budget included funding for Swing Space. Swing Space was defined in the budget as, “additional facility space needed for temporarily housing collections, equipment, and/or furniture in order to keep all library locations open during construction phases.” The warehouse funding, if approved, will come from this budget.

E. Alternatives

1. Approve the request to enter into a lease agreement which will allow the library to securely store furnishings and equipment in an accessible location.

2. Do not approve the request to enter into a lease and the library will need to pursue more expensive and less accessible alternatives such as container storage in a remote location. This alternative is less desirable due to more impact on the budget and also some stored items need to be removed at various times during the program for reconditioning prior to reuse. Storage in containers at a remote location will make this very complex to coordinate and will decrease the effectiveness of the reuse efforts.
3. Do not approve the request to enter into the lease and the library will close more of the Main library during renovation in order to use space for storage that would otherwise be used for services to the library customers. This alternative is less desirable because the library is closing no more than 25% of its space during renovations, in the current plan, in order to maximize the availability to resources and services to our customers. With no warehouse, we will need to close an additional 12.5% of the building for storage thus reducing space available to customers. We would also have to move the storage space more than once within the building in order to make way for the general contractor.

F. Recommendation

It is recommended that Council approve the request to lease the warehouse space located at 649A Rosewood Drive. By leasing this warehouse, the library will be able to provide services to our customers at a level that is consistent with the values of the library and the expectations of our customers, and will be using our Capital Funds in an effective and efficient manner.

Recommended by: Melanie Huggins

Department: Richland Library

Date: May, 18, 2015

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

Date: 5/18/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation is based on availability of funding

Procurement

Reviewed by: Cheryl Patrick

Date: 5/18/2015

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Policy decision at discretion of Council

Legal

Reviewed by: Elizabeth McLean

Date: 6/18/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion. The attached lease was the initial draft proffered by the lessor. The Legal Department is working with the Library and the library's attorney to make a few changes to the lease. If the Committee forwards this item to Council, we will endeavor to have the completed draft to you at that time. The Library has requested that the item be in front of Council before it's August break if at all possible.

Administration

Reviewed by: Tony McDonald

Date: 6/19/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval pending final revisions to the lease by the County's Legal Department.

**SUBLEASE AGREEMENT
(NET, NET, NET)**

BY AND BETWEEN

LINDAU CHEMICALS, INC.
(LESSOR)

AND

**RICHLAND COUNTY, SOUTH CAROLINA, A BODY POLITIC AND CORPORATE, AND A POLITICAL SUBDIVISION
OF THE STATE OF SOUTH CAROLINA ON BEHALF OF THE RICHLAND COUNTY PUBLIC LIBRARY, A
COMPONENT UNIT OF THE COUNTY**

(LESSEE)

DATED

APRIL __, 2015

SUBLEASE NUMBER: SM-15-017

TABLE OF CONTENTS

Page

Section A	Subleased Premises I	
Section B	Term and Delivery of Subleased Premises	1
Section C	Covenants and Conditions of Sublease	1
	Paragraph 1 Rent	1
	Paragraph 2 Authorized Use	3
	Paragraph 3 Condition of the Subleased Premises	3
	Paragraph 4 Repair and Care of Building by Sublessee	3
	Paragraph 5 Sublessor's Right to Inspect	3
	Paragraph 6 Alteration of Buildings and Installation of Fixtures and Other Appurtenances	3
	Paragraph 7 Communication Lines	4
	Paragraph 8 Payment of Taxes and Other Assessments	4
	Paragraph 9 Condemnation	4
	Paragraph 10 Installation and Removal of Signs	5
	Paragraph 11 Glass Breakage and Vandalism	5
	Paragraph 12 Right of Entry by Sublessor	5
	Paragraph 13 Payment of Utilities	5
	Paragraph 14 Assignment and Subletting	5
	Paragraph 15 Insurance	6
	Paragraph 16 Environmental Matters	7
	Paragraph 17 Surrender of Subleased Premises	10
	Paragraph 18 Holdover	10
	Paragraph 19 Quiet Enjoyment	10
	Paragraph 20 Waiver of Covenants	10
	Paragraph 21 Default by Sublessee	10
	Paragraph 22 Default in Rent, Insolvency of Sublessee	12
	Paragraph 23 Enforcement	12
	Paragraph 24 Failure to Perform Covenant	12
	Paragraph 25 Rights of Successors and Assigns	12
	Paragraph 26 Liens	13
	Paragraph 27 Construction of Sublease	13
	Paragraph 28 Paragraph Headings	13
	Paragraph 29 Commissions	13
	Paragraph 30 Security	13
	Paragraph 31 Notices	14
	Paragraph 32 Execution of Agreement	14
	Paragraph 33 Additional Provisions	14
Exhibits (if any)		

**SUBLEASE AGREEMENT
(Net, Net, Net Sublease)**

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

THIS SUBLEASE made and entered into the date as so specified herein by and between, Lindau Chemicals, Inc. hereinafter called "Sublessor," and RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina, on behalf of the RICHLAND COUNTY PUBLIC LIBRARY, a component unit of the County, hereinafter called "Sublessee."

WITNESSETH:

IN CONSIDERATION of the covenants and agreement of the respective parties herein contained, the parties hereto, for themselves, their heirs, successors, distributees, executors, administrators, legal representatives and permitted assigns, do hereby agree as follows:

A. SUBLEASED PREMISES:

Sublessor by these presents does hereby demise and let unto Sublessee, and Sublessee subleases and hires from Sublessor all those certain premises, together with the buildings and other improvements thereon, for the term and upon the rental and the covenant and agreements of the respective parties herein set forth. Said premises are situate, lying and being in the State of South Carolina, County of Richland, in or near the City of Columbia, and having an address of 649A Rosewood Dr, and being further described as approximately 16,328 square foot warehouse hereinafter "Subleased Premises."

B. TERM AND DELIVERY OF PREMISES:

TO HAVE AND TO HOLD the Subleased Premises unto Sublessee for a term of twenty-four (24) months beginning on the 1st day of April, 2015 and ending at 11:59 pm, local time, on the last day of March, 2017.

C. COVENANTS AND CONDITIONS OF SUBLEASE:

This Sublease is made on the following covenants and conditions which are expressly agreed to by Sublessor and Sublessee:

1. **RENT:** Sublessee covenants to pay as rental to Sublessor the annual sum of Forty-eight Thousand, One Hundred Sixty-seven and 60/100 Dollars (\$48,167.60), said sum to be in lawful money of the United States, payable in equal monthly installments of Four Thousand, Thirteen and 97/100 Dollars (\$4,013.97). Said rental shall be payable monthly in advance at the offices of Colliers International South Carolina, Inc., Agent for Sublessor. Rent is due on the first day of each month and shall not be withheld for any reason whatsoever. Said rent shall be considered delinquent if not received by the fifth (5th) day of the month.

If any amount due from Sublessee is not received by Sublessor on or before the fifth (5th) day following the date upon which such amount becomes due and payable, a late charge ("Late Charge") of five percent (5%) of said amount shall become immediately due and payable as set forth below. Sublessor and Sublessee agree that the Late Charge represents a fair and reasonable estimate for the processing, accounting and other costs that Sublessor will incur by reason of such late payment. For each of Sublessee's checks payable to Sublessor that is returned by the depository bank for any reason attributable to Sublessee, Sublessee shall pay a Late Charge, if applicable, a returned rent charge of \$45.00, subject to Sublessor's reasonable increases from time to time without notice to, or consent of, Sublessee ("Returned Rent Charge"), and any returned check charge ("Returned Check Charge") which the depository bank has charged Sublessor for such check. All Rent, as increased by Late Charges, Returned Rent Charges and Check Return Charges, which is not paid within ten (10) days after due shall bear interest from the date due until the date paid at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less. All Late Charges, Returned Rent Charges, Returned Check Charges and interest accrued pursuant to this

paragraph shall be deemed Additional Rent and shall be due and payable, along with such other Rent then in arrears, within ten (10) days after Sublessee received Sublessor's invoice for such charges. Sublessor shall be entitled to apply any funds received from Sublessee pursuant to this paragraph to amount then due and owing by Sublessee to Sublessor, regardless if such amounts are in arrears, in a manner determined by Sublessor in Sublessor's sole and absolute discretion. Nothing in this Sublease shall be construed so as to compel Sublessor to accept payment of Rent in arrears should Sublessor elect to apply Sublessor's rights and remedies available under this Sublease or at law or in equity in the event of a Sublessee Default. Sublessor's acceptance of Rent in arrears pursuant to this paragraph shall not constitute a waiver of Sublessor's rights and remedies available under this Sublease or at law or in equity.

2. **AUTHORIZED USE:** Sublessee agrees not to abandon or vacate the Subleased Premises and shall use the Subleased Premises for the following purpose, and for no other purpose whatsoever, without the written consent of Sublessor first had and obtained: warehousing of Richland County Public Library Materials.

3. **CONDITION OF THE SUBLEASED PREMISES:** Sublessee has inspected and accepts the Subleased Premises in the same condition they are in at the time of commencement of the term of this Sublease. Sublessee agrees if, during said term, Sublessee shall change the usual method of conducting Sublessee's business on the Subleased Premises, or should Sublessee install thereon or therein any new facilities, Sublessee will, at the sole cost and expense of Sublessee, make alterations of improvements in or to the Subleased Premises which may be required by reason of any Federal or State Law, or by any municipal ordinance, or regulation applicable thereto.

4. **REPAIR AND CARE OF BUILDING BY SUBLESSEE:** Sublessee shall, throughout the initial term of the Sublease and any renewals or extensions thereof, at its own expense, maintain in good order and repair the Subleased Premises, including the building and other improvements located thereon. ~~Such repairs by Sublessee shall include as applicable but not be limited to, repairs and replacements to electrical and plumbing systems and fixtures, air conditioning and heating systems, loading doors, paved parking areas and drives, mowing of grass and care of shrubs, the roof, foundations, exterior walls or any portion of the Subleased Premises in which neglect would contribute to an unamortized depreciation of the Subleased Premises.~~ Sublessee shall at its own expense contract with a reputable firm for periodic servicing of the heating, air-conditioning and ventilation systems as recommended by the manufacturer of such equipment and shall keep on file with Sublessor a copy of said contract or other substantial proof of such servicing. Sublessee shall be responsible for all repairs and replacements to heating and air-conditioning equipment. Sublessee shall also maintain pest control (including termites) inspection and treatment of the Subleased Premises as required. Sublessee agrees to return said Subleased Premises to Sublessor at the expiration or prior termination of this Sublease in as good condition and repair as when received, natural wear and tear, damage by storm, fire, lightning, or other natural casualty excepted.

5. **SUBLESSOR'S RIGHT TO INSPECT:** Sublessor gives Sublessee exclusive control of the Subleased Premises and Sublessor shall be under no obligation to repair, replace or maintain the Subleased Premises or any part thereof, but Sublessor reserves the right to inspect the Subleased Premises during reasonable business hours and may subsequently require Sublessee, by written notice, to make any such repairs necessary, and in a good workmanship like manner for proper and reasonable upkeep of the Subleased Premises as agreed in Paragraph 4 of this Sublease. If said required work is not completed within thirty (30) days of said notice, Sublessor may contract with any firm of his choice and have said work completed, the cost of which will be considered as additional rent and will be billed to Sublessee and payable immediately.

6. **ALTERATION OF BUILDINGS AND INSTALLATION OF FIXTURES AND OTHER APPURTENANCES:** Sublessee may, with the prior written consent of Sublessor, but at its own cost and expense and in a good, workmanlike manner, make such alterations and repairs in the building as Sublessee may require for the conduct of its business without, however, materially altering the basic character of the building or improvements, or weakening any structure on the Subleased Premises. Sublessee shall have the right, without the permission of Sublessor, to erect, at Sublessee's sole cost and expense, such temporary partitions, including office partition, as may be necessary to facilitate the handling of Sublessee's business and to install electrical fixtures, additional lights and wiring and other trade appliances. Any alterations or improvements to the Subleased Premises, including but not limited to partitions, all electrical fixtures, lights and wiring, shall at the option of Sublessor, become the property of Sublessor, at the expiration or sooner termination of this Sublease. Should Sublessor request Sublessee to remove all or any part of the above mentioned items, Sublessee shall do so prior to the expiration of this Sublease and repair the Subleased Premises as described below. Temporary shelves, bins and machinery installed by Sublessee shall remain the property of Sublessee and may be removed by Sublessee at any time; provided, however, that all covenants, including rent, due hereunder to Sublessor shall have complied with and paid. At the expiration or sooner termination of this Sublease, or any extension thereof, Sublessee shall remove said shelves, bins and machinery, and repair, in a good and workmanlike manner, all damage done to the Subleased Premises by such removal. Sublessee shall not exercise the right and privilege granted by this Article 6 in such manner as to damage or affect the structural qualities of the building. Before any work is begun, Sublessee agrees to furnish Sublessor with holdharmless agreements from all contractors protecting against mechanics liens.

7. **COMMUNICATION LINES.** Subject to building design limits, Sublessee may install, maintain, replace, remove or use communications or computer wires and cables which service the Subleased Premises ("Lines"), provided: (a) Sublessee shall obtain Sublessor's prior written consent, and shall use contractors approved in writing by Sublessor, (b) any such installation, maintenance, replacement, removal or use shall comply with all laws, rules and regulations applicable thereto, and shall not interfere with any then existing Lines at the building, and (c) Sublessee shall pay all costs in connection therewith. Sublessor reserves the right to require Sublessee to remove any Lines located in or serving the Subleased Premises which violate this Sublease or represent a dangerous or potentially dangerous condition, within three (3) days after written notice. Sublessor also reserves the right to require that Sublessee remove any and all Lines upon termination of this Sublease. Any Lines not required to be removed shall, at Sublessor's option, become the property of Sublessor without payment of any type. Under no circumstances shall any Line problems be deemed an actual or constructive eviction of Sublessee, render Sublessor liable to Sublessee for abatement of Rent, or relieve Sublessee from performance of Sublessee's obligations under this Sublease.

8. **PAYMENT OF TAXES AND OTHER ASSESSMENTS:** Sublessor shall pay annually all real estate taxes on the Subleased Premises existing at the commencement of this Sublease. However, Sublessee shall upon demand, reimburse Sublessor for all taxes and other assessments assessed or levied against the Subleased Premises. Such payment shall be made by Sublessee to Sublessor not later than thirty (30) days following the date on which Sublessor provides Sublessee with written evidence of such taxes or assessments. If the final year of the Sublease term fails to coincide with the tax year, then any tax during which the term ends shall be reduced by the prorata part of such tax beyond the Sublease term. For the purpose of this covenant, it is agreed that the Subleased Premises hereunder contains approximately 16,328 square feet and the total area contains approximately 122,677 square feet. Sublessee's prorata share for the purpose of calculations is 13.3097%.

In the event that any documentary stamp tax, or tax levied on the rental, leasing or letting of the Subleased Premises whether local, state, or federal, is required to be paid, the cost thereof shall be borne by the Sublessee.

9. **CONDEMNATION:** In the event any part of the Subleased Premises shall be taken or condemned at any time during the term hereof through the exercise of power of eminent domain, with or without litigation, and Sublessee shall determine that the remaining portion of Subleased Premises are not reasonably suitable for its use and occupation, Sublessee may, by giving written notice to Sublessor within sixty (60) days after the date of such taking or condemnation, terminate this Sublease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice, and Sublessor shall refund any unearned rent paid in advance by Sublessee. If the Sublessee does not terminate this Sublease as provided above, this Sublease shall continue in force as to the remaining portion of the Subleased Premises and in such event the monthly rental thereafter payable by Sublessee hereunder shall be adjusted and prorated in the exact ratio which the value of the Subleased Premises remaining after such taking or condemnation bears to the value of the Subleased Premises immediately preceding the taking or condemnation, and Sublessor shall, at its own expense, make any repairs or alterations to said Subleased Premises which may be necessary to restore the Subleased Premises, in so far as possible, to their condition prior to the taking or condemnation.

In the event any part of the Subleased Premises shall be taken or condemned at any time during the term hereof through the exercise of power of eminent domain, with or without litigation, and the remainder of the Subleased Premises shall not, in the opinion of Sublessor, constitute an economically feasible operating unit, Sublessor may, by giving notice to Sublessee within sixty (60) days after the date of such taking or condemnation terminate this Sublease as of a date (to be set forth in said notice) not earlier than thirty (30) days after the date of the notice; Rent shall be apportioned as of the termination date.

In the event of the taking or condemnation of all or any portion of the Subleased Premises and if the Sublessor and/or Sublessee terminates the Sublease as provided above, Sublessor and Sublessee shall together pursue the claim against the condemning or taking authority for the value of the property taken or condemnation and Sublessee shall receive from the condemnation award the value of his improvements, if any, so taken; Sublessee shall receive no other part of the condemnation award. If the Sublease is not terminated, Sublessor shall receive the entire award in the condemnation proceeding.

10. **INSTALLATION AND REMOVAL OF SIGNS:** Sublessee may place suitable signs on the Subleased Premises for the purpose of indicating the nature of the business carried on by Sublessee in said Subleased Premises provided that such signs conform to all ordinances by governing authorities and further; provided, however, that such signs shall be in keeping with other signs in the district where the Subleased Premises are located; and provided, further that the location of such signs are approved by Sublessor prior to their installation, and shall not damage the Subleased Premises in any manner. At the termination of this Sublease, Sublessor may require that Sublessee remove his sign, and any damage to the Subleased Premises caused by removal shall be promptly repaired by Sublessee.

11. **GLASS BREAKAGE AND VANDALISM:** Sublessee agrees to immediately replace broken or damaged glass with glass of comparable quality and characteristics which meet appropriate building code requirements, excepting breakage covered

under Sublessor's normal fire and extended coverage insurance policy. Sublessee shall make any repairs or replacements caused by vandalism to the Subleased Premises or any part thereof, if said damage is not covered by Sublessor's insurance.

12. **RIGHT OF ENTRY BY SUBLESSOR:** Sixty (60) days prior to the expiration of this Sublease, Sublessor may post suitable notice on the Subleased Premises that the same are "For Rent" or "For Lease" and may show the Subleased Premises to prospective sublessees at reasonable times. Sublessor may not, however, thereby unnecessarily interfere with the use of Subleased Premises by Sublessee.

13. **PAYMENT OF UTILITIES:** Sublessee shall contract for and pay all charges for sewerage, water, gas, electricity, and other public utilities used on the Subleased Premises, including all replacements of light bulbs, tubes, ballasts and starters. Sublessor may pay any delinquent bills incurred by Sublessee during the Sublease term which bills may create a lien on the Subleased Premises and shall upon demand be immediately reimbursed by Sublessee. Said payments shall be treated as additional rental even though the Sublease term may have expired.

14. **ASSIGNMENT AND SUBLETTING:** Neither this Sublease nor any interest herein may be assigned by Sublessee voluntarily or involuntarily, by operation of law, and neither all nor any part of the Subleased Premises shall be sublet by Sublessee without the written consent of Sublessor first had and obtained; however, Sublessor agrees not to withhold unreasonably its consent for Sublessee to sublet the Subleased Premises. Sublessor may withhold consent to sublease should the sublease rental be greater than contract rent. If Sublessor withholds such consent because of this condition, Sublessor must cancel this Sublease. In the event this Sublease or any interest herein is assigned or the Subleased Premises or any part thereof is sublet, whether with or without Sublessor's consent, Sublessee shall remain fully liable under all terms, covenants, and conditions of this Sublease. In no event will any provision herein stated to renew, extend or purchase be available to any assignee or Sublessee.

15. **INSURANCE:**

A. Sublessor agrees to keep the Subleased Premises fully insured (replacement cost) against all perils covered under a normal fire and extended coverage insurance policy including loss of rents; however, Sublessee shall, upon demand, reimburse Sublessor for the cost of the premium for such insurance policy. Such payment shall be made by Sublessee to Sublessor not later than thirty (30) days following the date which Sublessor notifies Sublessee in writing.

B. If the Subleased Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Sublessor shall promptly repair all such damage and restore the Subleased Premises without expense to Sublessee, subject to delays due to adjustment of insurance claims, strikes and other causes beyond Sublessor's control. If such damage or destruction shall render the Subleased Premises unSublesseeable in whole or in part, the rent shall be abated wholly or proportionately as the case may be until the damage shall be repaired and the Subleased Premises restored. If the damage or destruction shall be so extensive as to require the substantial rebuilding (i.e. expenditure of fifty (50%) percent or more of the replacement cost) of the building or buildings on the Subleased Premises, Sublessor or Sublessee may elect to terminate this Sublease by written notice to the other given within thirty (30) days after the occurrence of such damage or destruction.

C. Sublessor and Sublessee hereby release each other from liability for loss or damage occurring on or to the Subleased Premises or the premises of which they are a part or to the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

D. Sublessee agrees to indemnify and hold Sublessor harmless of and from any and all claims of any kind or nature arising from Sublessee's use of the Subleased Premises during the term hereof, and Sublessee hereby waives all claims against Sublessor for damage to goods wares or merchandise or for injury to persons in and upon the Subleased Premises from any cause whatsoever, except such as might result from the negligence of Sublessor or Sublessor's representatives or from failure of Sublessor to perform its obligation hereunder within a reasonable time after notice in writing by Sublessee requiring such performance by Sublessor.

Sublessee shall at all times during the term hereof keep in effect in responsible companies' liability insurance in the names of and for the benefit of Sublessee and Sublessor with minimum limits as follows:

Bodily Injury and Property Damage.....	\$1,000,000.00	per occurrence
	\$2,000,000.00	aggregate

E. Sublessee will not permit said Subleased Premises to be used for any purpose which would render the insurance thereon void or cause cancellation thereof. Sublessee will not keep, store, use or sell, or allow to be kept, stored, used or sold in or about the Subleased Premises, any article or material which is prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to Subleased Premises of the same general type as those covered by this Sublease.

Such insurance may, at Sublessee's election, be carried under any general blanket coverage of Sublessee. Insurance required hereunder shall be in companies rated A or better in "Bests Insurance Guide" and shall name Sublessor as additional insured. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium shall be deposited with Sublessor. Sublessee shall have the right to settle and adjust all liability claims and all claims against the insuring companies, but without subjecting Sublessor to any liability or obligation.

16. **ENVIRONMENTAL MATTERS:** As used herein, "Hazardous Substances and/or Hazardous Materials" shall mean any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant, or material which is hazardous or toxic, and includes without limitation, (a) asbestos, polychlorinated biphenyls, and petroleum (including crude oil or any fraction thereof) and (b) any such material classified or regulated as "hazardous" or "toxic" pursuant to the Comprehensive Reauthorization Act of 1986, 42 USC 9601 et seq., Solid Waste Disposal Act, as amended by the Resources Federal Water Pollution Control, as amended by the Clean Water Act of 1977, 33 USC 1251 et seq., Clean Air Act of 1966, as amended, 42 USC 7401 et seq., Toxic Substances Control Act of 1976, 15 USC 2601 et seq., or Hazardous Materials Transportation Act, 49 USC App. 1801 et seq.

As used herein, "Environmental Law" shall mean any current or future Legal Requirement pertaining to (a) the protection of health, safety, and the indoor or outdoor environment, (b) the conservation, management, or use of natural resources and wildlife, (c) the protection or use of surface water and groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal or Release (as herein defined) of Hazardous Substances and/or Hazardous Materials, (e) pollution (including and Release to air, land, surface water, and groundwater), and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 USC 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1976, 15 USC 2601 et seq., Hazardous Materials Transportation Act, 49 USC App. 1801 et seq., Occupational Safety and Health Act of 1970, as amended, 29 USC 651 et seq., Oil Pollution Act of 1990, 33 USC 2701 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 USC 7401 et seq., National Environmental Policy Act of 1969, 42 USC 4321 et seq., Safe Drinking Water Act of 1974, as amended, 42 USC 300(f) et seq., any similar implementing or successor law, any similar State law or regulation, and any amendment, rule regulation, order or directive issued thereunder.

As used herein, "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks, and other receptacles containing or previously containing any Hazardous Substances and/or Hazardous Materials.

Sublessee shall not cause or permit any Hazardous Substances and/or Hazardous Material to be used, stored, generated or disposed of on or in the Subleased Premises by Sublessee, Sublessee's agents, employees, contractors, or invitees. If the Subleased Premises become contaminated in any manner, Sublessee shall indemnify and hold harmless Sublessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Subleased Premises, damages due to loss or restriction of rentable or usable space, or any damages due that adversely impact the marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, reasonable consultant and expert fees) arising during the Lease Term or any renewal of this Sublease, and arising as a result of such contamination by Sublessee. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site of any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Sublessee causes or permits the presence of any Hazardous Substances and/or Hazardous Materials on the Subleased Premises and such results in contamination, Sublessee shall promptly, at its sole expense, take any and all necessary actions to return the Subleased Premises to the condition existing prior to the presence of any such Hazardous Substances and/or Hazardous Materials on the Subleased Premises. Sublessee shall undertake no testing for Hazardous Substances and/or Hazardous Materials on the Subleased Premises or take any remedial actions without in each instance obtaining Sublessor's prior written consent, which consent shall not be unreasonably withheld or delayed. Sublessor shall have access to the Subleased Premises in order to investigate and test with respect to any suspected release of Hazardous Substances and/or Hazardous Materials in contravention of this subparagraph, and to access the Subleased Premises as needed for any remedial action deemed necessary by Sublessor.

Sublessee shall not intentionally or unintentionally discharge, Release or emit, or permit to be discharged, Released or emitted, any material into the atmosphere, ground, sewer system or any body of water, if such material (as reasonably determined by Sublessor or any governmental authority) does or may, pollute or contaminate the same, or may adversely affect the health, welfare, or safety of persons, whether located on the Subleased Premises or elsewhere.

Sublessee agrees that mold, mildew, fungi, bacteria and other biological microorganisms (hereinafter collectively "Mold") are found both inside and out and in certain circumstances can cause or contribute to health problems and/or damage to property. Sublessee further acknowledges that whether or not a particular location experiences the growth of Mold depends largely on the maintenance, use, upkeep and management of the building or unit and that special attention should be paid to kitchens, bathrooms, closets, break rooms, areas of high humidity, around building penetrations and along outside walls. Sublessee agrees that Sublessor and Sublessor's agents, employees, officers, directors and those hired by them shall not be liable or responsible, for any condition which exists in the environment or which is undisclosed to them or outside their control. Sublessee agrees the Sublessor nor Sublessor's agent and those listed above shall not be responsible or liable for damages (including but not limited to property damage, personal injury, emotional distress, loss of income, loss of use, loss of value, attorney fees, expert fees, costs, expenses and/or disbursements) caused by Mold or any other biological microorganism to Sublessee, its invitees, employees, or any other individual or entity or the personal property of Sublessee or the others referenced above which is caused, among other things, in whole or in part by Sublessee's failure to properly maintain, clean, repair, and/or inspect the Subleased Premises, Sublessee's failure to carry out its obligations and duties under the Sublease or to notify the Sublessor or Sublessor's agent in writing of the existence of unacceptable levels of Mold or other biological microorganisms and the need to remediate or repair the conditions. The above notwithstanding, the rights and obligations of the parties to repair, maintain, or otherwise protect the Subleased Premises are set forth elsewhere herein and nothing in this provision is designed to alter the respective responsibilities of the parties. Sublessee expressly waives the implied warranty of habitability, the implied warranty of fitness for a particular purpose and any other claim or demand based on representations or warranties as to the existence or nonexistence of Mold in a particular building or unit. Sublessee acknowledges the Sublessor and Sublessor's agent are, except as is set forth in writing, unaware of the presence of Mold in the Demises Premises or building as of the date hereof and Sublessee agrees to properly notify Sublessor or Sublessor's agent should it become aware of the existence of such conditions. The provisions of this paragraph shall survive the termination of this Sublease by whatever means.

Sublessee shall further:

- A. maintain the Subleased Premises in compliance in all material respects with any applicable Environmental Law and be responsible for making any notification or report concerning the Subleased Premises to a governmental authority required to be made by any applicable Environmental Law;
- B. obtain and maintain in full force and effect all material governmental approvals required by any applicable Environmental Law for operations at the Subleased Premises;
- C. expeditiously cure, to the reasonable satisfaction of Sublessor, any material violation of applicable Environmental Laws at the Subleased Premises, at its own expense, to the extent such violation is attributable to events or conditions which arose on or after the delivery date of the Subleased Premises by Sublessor to Sublessee;
- D. conduct expeditiously to the reasonable satisfaction of Sublessor and in accordance with any applicable Environmental Law any action necessary to remove, remediate, clean up, or abate any material Release, threatened Release, or disposal of a Hazardous Material at Sublessee's expense to the extent such response action is attributable to events or conditions which arose on or after the delivery date of the Subleased Premises by Sublessor to Sublessee;
- E. allow Sublessor or its representatives from time to time at Sublessor's reasonable discretion and expense to inspect the Subleased Premises and conduct an environmental assessment (including invasive soil or groundwater sampling), including, without limitation, to facilitate any other sale or lease of the Subleased Premises;
- F. promptly provide or otherwise make available to Sublessor any reasonably requested environmental records concerning the Subleased Premises which Sublessee possesses or can reasonably obtain;
- G. remove from the Subleased Premises at its expense, by the termination date any Hazardous Materials or equipment to manufacture, generate, transport, treat, store, dispose, or handle any Hazardous Material used by Sublessee or in the course of Sublessee's business, including, without limitation, any underground storage tank;

Sublessee shall indemnify, hold harmless, and hereby waives any claim for contribution against Sublessor or Sublessor's property manager for any damages to the extent they arise from:

- A. Events or conditions which existed on or after the Commencement Date of the Lease and relate to:
- (i) any Release, threatened Release, or disposal of any Hazardous Material at or about the Subleased Premises ;
 - (ii) the operation or violation of any Environmental Law at or about the Subleased Premises; or
 - (iii) any environmental claim in connection with the Subleased Premises; or.

B. The inaccuracy or breach of any representation or warranty by Sublessee in this section of this Sublease.

C. This indemnification and waiver shall be binding upon successors and assigns of Sublessee and to the benefit of Sublessor, their directors, officers, employees and agents, and their successors and assigns and shall survive the termination of this Sublease.

Sublessee's obligations hereunder shall survive the expiration or earlier termination of this Sublease.

17. **SURRENDER OF SUBLEASED PREMISES:** Sublessee agrees to deliver all keys to Sublessor and to surrender the Subleased Premises at the expiration, or sooner termination, of this Sublease, or any extension thereof, broom-clean in the same condition as when said Subleased Premises were delivered to Sublessee, or as altered, pursuant to the provisions of this Sublease, ordinary wear, tear and damage by the elements excepted, and Sublessee shall remove all of its property. Sublessee agrees to pay a reasonable cleaning charge should it be necessary for Sublessor to restore or cause to be restored the Subleased Premises to the same condition as when said Subleased Premises were delivered to Sublessee.

18. **HOLDOVER:** Should Sublessee remain in possession of the Subleased Premises or any part thereof after the expiration of the term of this Sublease, such holding over shall, unless otherwise agreed in writing, constitute a month to month tenancy only, and Sublessee shall pay as monthly rental two (2) times the monthly rental assessed during the last month of the term of this Agreement. Sublessee agrees to give Sublessor thirty (30) days prior written notice of Sublessee's intent to vacate the Subleased Premises. Sublessor may terminate the month to month tenancy by providing Sublessee thirty (30) days prior written notice.

19. **QUIET ENJOYMENT:** If and so long as Sublessee pays the rents reserved by this Sublease and performs and observes all the covenants and provisions hereof, Sublessee shall quietly enjoy the Subleased Premises, subject however, to the terms of this Sublease, and Sublessor will warrant and defend Sublessee in the enjoyment and peaceful possession of the Subleased Premises throughout the term of this Sublease.

20. **WAIVER OF COVENANTS:** It is agreed that the waiving of any of the covenants of this Sublease agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provision herein contained.

21. **DEFAULT BY SUBLESSEE:** This Sublease is made upon the condition that the Sublessee shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events of default shall occur, to-wit: (a) any installment of rent, additional rent, taxes, insurance, or any other sums required to be paid by Sublessee hereunder, or any part thereof, shall at any time be in arrears and unpaid for fifteen (15) days after written demand therefore, or (b) there be any default on the part of Sublessee in the observance or performance of any of the other covenants, agreements, or conditions of this Sublease on the part of Sublessee to be kept and performed, and said default shall continue for a period of fifteen (15) days after written notice thereof from Sublessor to Sublessee (unless such default cannot reasonably be cured within fifteen (15) days and Sublessee shall have commenced to cure said default within said fifteen (15) days and continues diligently to pursue the curing of the same), or (c) Sublessee shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or (d) any trustee, receiver or liquidator of Sublessee or of all or any substantial part of its properties or of the Subleased Premises shall be appointed in any action, suit or proceeding by or against Sublessee and such proceeding or action shall not have been dismissed within thirty (30) days after such appointment, or (e) the leasehold estate hereby created shall be taken on execution or by other process of law, or (f) Sublessee shall admit in writing its inability to pay its obligations generally as they become due, or (g) Sublessee shall vacate or abandon the Subleased Premises, then and in any of said cases, Sublessor at its option may terminate this Sublease and re-enter upon the Subleased Premises and take possession thereof with full right to sue for and collect all sums or

amounts with respect to which Sublessee may then be in default and accrued up to the time of such entry, including damages to Sublessor by reason of any breach or default on the part of Sublessee, or Sublessor may, if it elects to do so, bring suit for the collection of such rents and damages without entering into possession of the Subleased Premises or voiding this Sublease.

In addition to, but not in limitation of, any of the remedies set forth in this Sublease or given to Sublessor by law or in equity, Sublessor shall also have the right and option, in the event of any default by Sublessee under this Sublease and the continuance of such default after the period of notice above provided, to retake possession of the Subleased Premises from Sublessee without process of law, by summary proceedings or otherwise, and it is agreed that the commencement and prosecution of any action by Sublessor in forcible entry and detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Subleased Premises, shall not be construed as an election to terminate this Sublease unless Sublessor expressly exercises its option hereinabove provided to declare deemed to have absolved or discharged Sublessee from any of its obligations and liabilities for the remainder of the term of this Sublease, and Sublessee shall, notwithstanding such entry or re-entry, continue to be liable for the payment of the rents and the performance of the other amounts of such deficits from time to time as ascertained and, in the event of any such ouster, Sublessor rents or subleases the Subleased Premises to some other person, firm or corporation (whether for a term greater, less than or equal to the unexpired portion of the term created hereunder) for an aggregate rent during the portion of such new Sublease co-extensive with the term created hereunder which is less than the rent and other charges which Sublessee would pay hereunder for such period, Sublessor may immediately upon the making of such new Sublease of the creation of such new tenancy sue for and recover the differences between the aggregate rental provided for in said new Sublease for the portion of the term co-extensive with the term created hereunder and the rent which Sublessee would pay hereunder for such period, together with any expense to which Sublessor may be put for brokerage commission, placing the Subleased Premises in Sublesseeable condition or otherwise. If such new Sublease or tenancy is made for shorter term than the balance of the term of this Sublease, any such action brought by Sublessor to collect the deficit for that period shall not bar Sublessor from thereafter suing for any loss during the balance of the unexpired term of this Sublease.

If Sublessee at any time shall fail to pay any taxes, assessments, or liens, or to make any payment or perform any act required by this Sublease to be made or performed by it, Sublessor, without waiving or releasing Sublessee from any obligation or default under this Sublease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Sublessee. All sums so paid by Sublessor and all costs and expenses so incurred shall accrue interest at the rate of 18% per annum or the highest rate permitted by law, whatever is less, from the date of payment or incurring thereof by Sublessor and shall constitute additional rent payable by Sublessee under this Sublease and shall be paid by Sublessee to Sublessor upon demand.

All rights and remedies of Sublessor herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Sublessee agrees to pay reasonable attorney's fee and all costs if Sublessor, in its sole discretion, employs an attorney to collect any rent, additional rent, or any other sums payable under this Sublease agreement or to enforce any covenants, agreements, or conditions on the part of the Sublessee to be kept and performed; and Sublessee expressly waives all exemptions secured to the Sublessee under the laws of the State of South Carolina or of any other State of the United States as against the collection of any debt herein or hereby incurred or secured.

22. DEFAULT IN RENT, INSOLVENCY OF SUBLESSEE: If Sublessee shall make default in the payment of the rent reserved hereunder, or any part hereof, or in making any other payment herein provided for, and any such default shall continue for a period of fifteen (15) days, after written notice to Sublessee, or if the Subleased Premises or any part thereof shall be abandoned or vacated or if Sublessee shall be dismissed therefrom by or under any authority other than Sublessor, or if Sublessee shall file a voluntary petition in bankruptcy or if Sublessee shall file any petition or institute any proceedings under any Insolvency or Bankruptcy Act or any amendment thereto hereafter made, seeking to effect its reorganization or a composition with its creditors or if, in any proceedings based on the insolvency of Sublessee or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for Sublessee or the Subleased Premises or if any proceedings shall be commenced for the reorganization of Sublessee or if the leasehold estate created hereby shall be taken on execution or by any process of law or if Sublessee shall admit in writing its inability to pay its obligations generally as they become due, then Sublessor may, at its option, terminate this Sublease, without notice, and Sublessor or Sublessor's agents and servants may immediately, or at any time thereafter, re-enter the Subleased Premises by force, summary proceedings and otherwise, and remove all persons and property therein, without being liable to indictment, prosecution or damage therefor, and Sublessee hereby expressly waives the service of any notice in writing of intention to re-enter said Subleased Premises. Sublessor may, in addition to any other remedy provided by law or permitted herein, at its option re-let said Subleased Premises on behalf of Sublessee, applying any moneys collected first to the payment of expenses of resuming or obtaining permission, and second to the payment of costs of placing the Subleased Premises in rentable condition, including leasing commission, and third to the payment of rent due hereunder, and any other charges due to Sublessor. Any surplus remaining

thereafter shall be paid to Sublessee and Sublessee shall remain liable for any deficiency in rental which shall be paid upon demand therefor to Sublessor.

23. **ENFORCEMENT:** In the event either party shall enforce the terms of this Sublease by suit or otherwise, the party at fault shall pay the costs and expenses incident thereto, including reasonable attorney's fee.

24. **FAILURE TO PERFORM COVENANT:** Any failure on the part of either party to this Sublease to perform any obligation hereunder, and any delay in performing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any other similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues, save and except that the provisions of this paragraph shall not excuse a non-payment of rent or other sums due hereunder on its due date.

25. **RIGHTS OF SUCCESSORS AND ASSIGNS:** The covenants and agreements contained within this Sublease shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, distributees, executors, administrators, legal representatives, assigns and upon their respective successors, in interest, except as expressly otherwise herein provided.

26. **LIENS:** Sublessee will not permit any lien for moneys owing by Sublessee to remain against the Subleased Premises for a period of more than thirty (30) days following discovery of the same by Sublessee; provided, however, that nothing herein contained shall prevent Sublessee, in good faith and for good cause, from contesting in the courts the claim or claims of any person, firm or corporation growing out of Sublessee's operation of the Subleased Premises or costs of improvements by Sublessee on the said Subleased Premises, and the postponement of payment of such claim or claims, until such contest shall finally be decided by the courts shall not be a violation of this agreement or any covenant thereof. Should any such lien be filed and not released or discharged or action not commenced to declare the same invalid within thirty (30) days after discovery of the same by Sublessee, Sublessor may at Sublessor's option (but without any obligation to do so) pay and discharge such lien and may likewise pay and discharge any taxes, assessments or other charges against the Subleased Premises which Sublessee is obligated hereunder to pay and which may or might become a lien on said Subleased Premises. Sublessee agrees to repay any sums so paid by Sublessor upon demand therefor, together with interest at the rate of ten (10%) percent per annum from the date any such payment is made.

27. **CONSTRUCTION OF SUBLEASE:** The word "Sublessor" as used herein shall refer to the individual, individuals, partnership or corporation called "Sublessor" at the commencement of this Sublease, and the word "Sublessee" shall likewise refer to the individual, individuals, partnership, or corporation called "Sublessee". Words of any gender used in this Sublease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

28. **PARAGRAPH HEADINGS:** The paragraph headings as to the contents of particular paragraphs herein, are inserted only for convenience and are in no way to be construed as part of such paragraph or as a limitation on the scope of the particular paragraph to which they refer.

29. **COMMISSIONS:** Sublessor acknowledges the service of Colliers International South Carolina, Inc. as Real Estate Broker in this transaction and in consideration of the effort of said broker in obtaining Sublessee herein, does hereby agree to pay said broker for services rendered, commissions on the rental of the Subleased Premises in accordance with their separate agreement.

30. **SECURITY:** As security for the faithful performance by Sublessee of all of the terms and conditions of this Sublease on Sublessee's part to be performed, Sublessee has deposited with Sublessor the sum of Four Thousand, Thirteen and 97/100 Dollars (\$4,013.97). Such amount shall be returned to Sublessee, without interest, within thirty (30) days after the day set forth for the expiration or sooner termination of the term herein if Sublessee has fully and faithfully carried out all of the terms, covenants, and conditions of this Sublease on its part to be performed. Sublessor shall have the right to apply any part of said deposit to cure any default of Sublessee, including but not limited to damages and payment of rent. The application of the deposit shall be at the sole discretion of Sublessor. It is expressly understood that this remedy is in addition to all other remedies vested in Sublessor.

31. **NOTICES:** It is agreed that the legal address of the parties for all notices required or permitted to be given hereunder, or for all purposes of billing, process, correspondence, and any other legal purposes whatsoever, shall be deemed sufficient, if given by a communication in writing by United States mail, postage prepaid and certified, and addressed as follows:

To the Sublessor

at the following address:

Lindau Chemicals, Inc.
731 Rosewood Dr
Columbia, SC 29201
Attn: Bill Cranford

With copy to:

Colliers International South Carolina, Inc.
Attn: Leasing Division
POB 11610
Columbia, SC 29211-1610

To the Sublessee
at the following address:

Richland County, South Carolina
1431 Assembly St
Columbia, SC 29201
Attn: Steve Sullivan

With copy to:

Colliers International South Carolina, Inc.
Attn: Leasing Division
POB 11610
Columbia, SC 29211-1610

32. **EXECUTION OF AGREEMENT:** The submission of this document for examination does not constitute an option or offer to sublease space at the Property. This document shall have no binding effect on the parties unless executed by the Sublessor and the Sublessee and a fully executed copy is delivered to the Sublessee.

33. **ADDITIONAL PROVISIONS:** Insofar as the following provisions conflict with any other provisions of the Sublease, the following shall control:

- A. So long as Sublessee is not in default of this Sublease, Sublessee shall have a one-time option to renew this Sublease for a period of twenty-four (24) months by providing Sublessor with not less than ninety (90) days written notice prior to this Sublease termination date.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the 23rd day of April 2015.

WITNESS:

SUBLESSOR: Lindau Chemicals, Inc.

BY:

L.W. Cull

ITS:

DATE:

April 23, 2015

WITNESS:

SUBLESSEE: RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina, on behalf of the RICHLAND COUNTY PUBLIC LIBRARY, a component unit of the County

BY:

ITS:

DATE:

BY:

ITS:

DATE:

1301 Genesis Street
Suite 600
Columbia, SC 29201
www.colliers.com

MAIN +1 803 254 2300
FAX +1 803 252 4032



INFORMATION & DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIPS (Sublease)

An agency relationship arises whenever two persons agree that one is to act on behalf of the other and in accordance with the other's directions. The creation of an agency relationship imposes certain legal duties on the Agent. They are the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and accounting in dealings with the client.

Before a Sublessor or a Sublessee enters into a discussion with a real estate Agent regarding a real property transaction, the Sublessor and the Sublessee should each understand what type of agency relationship or representation the Sublessor and/or the Sublessee may have with each Agent in that transaction.

IF THE AGENT REPRESENTS THE SUBLESSOR: The Agent becomes the Sublessor's Agent by entering into a listing agreement with the Sublessor or by agreeing to act as a Subagent through a listing Agent. A Subagent may work for a different real estate company. A listing Agent or Subagent can assist the Sublessee but does not represent the Sublessee. A listing Agent or Subagent must place the interests of the Sublessor first. The Sublessee should not tell a listing Agent or Subagent anything the Sublessee would not want the Sublessor to know, because a listing Agent or Subagent must disclose to the Sublessor any information he or she knows. It is an Agent's duty to disclose to all parties all facts known to the Agent which materially affect the value or desirability of the property, and which are not known to or apparent with diligent attention and observation of the parties.

IF THE AGENT REPRESENTS THE SUBLESSEE: The Agent typically becomes the Sublessee's Agent by entering into an agreement to represent the Sublessee. A Sublessee's Agent can assist the Sublessor but does not represent the Sublessor. A Sublessee's Agent must place the interests of the Sublessee first. The Sublessor should not tell a Sublessee's Agent anything of a personal or confidential nature that the Sublessor would not want the Sublessee to know, because a Sublessee's Agent must disclose to the Sublessee any information he or she knows. It is an Agent's duty to disclose to all parties all facts known to the Agent which materially affect the value or desirability of the property, and which are not known to or apparent with diligent attention and observation of the parties.

IF THE AGENT REPRESENTS BOTH THE SUBLESSOR AND THE SUBLESSEE AT THE SAME TIME: An Agent may not act as an Agent for more than one party to a transaction without the disclosed and informed consent of both the Sublessor and the Sublessee. The Agent is required to treat both the Sublessor and the Sublessee honestly and impartially so as not to favor one party or work to the disadvantage of any party. Unless written permission from the Sublessor or the Sublessee, whichever is appropriate, is obtained, the Agent is prohibited from disclosing: (a) that the Sublessor will accept a price less than the asking price; (b) that the Sublessee will pay a price greater than the price submitted in a written offer; (c) any confidential information; or (d) any other information a party specifically instructs the Agent in writing not to disclose, unless disclosure is required by law. Therefore, the Agent's duties are more limited if he or she represents both parties. There are potential conflicts of interest when an Agent represents more than one party. The Agent is obligated to inform each party of all facts the Agent knows which would affect the party's decision to permit the Agent to represent both the Sublessor and the Sublessee.

You have the right to choose the type of representation you wish to receive. Payment of a fee to an Agent does not necessarily establish that the Agent represents you. If you have any questions regarding the duties and responsibilities of the Agent, you should resolve these questions before going further. Regardless of the agency relationships which may be established, you have the responsibility to protect your own interests. Once you have read and discussed this information with the Agent, please acknowledge your receipt of a copy of this form. It is the policy of Colliers International South Carolina, Inc., as Agent to provide this form to you and to disclose below whom the Agent represents.

The above duties of the Agent in a real estate transaction do not relieve a Sublessor or a Sublessee from the responsibility to protect his/her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of Agents assisting in the transaction. You should read its contents each time it is presented to you, considering the relationship between you and the real estate Agent in your specific transaction.

DISCLOSURE OF AGENCY

Agent named below represents: Sublessor _____ Sublessee _____ Sublessor and Sublessee _____

COLLIERS INTERNATIONAL
SOUTH CAROLINA, INC. By: _____

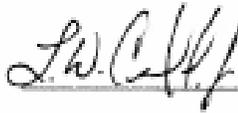
Brokerage Company Name (Agent) Sam Myers

Date: _____

ACKNOWLEDGMENT OF RECEIPT OF AGENCY DISCLOSURE FORM: I acknowledge I have received a copy of this form. I understand that agreements I may sign may affect or change the agency relationships and that the Agent may represent both Sublessor and Sublessee only with the full knowledge and written consent of all parties.

Sublessor: Lindae Chemicals, Inc.

Sublessee: RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina, on behalf of the RICHLAND COUNTY PUBLIC LIBRARY, a component unit of the County



4-23-15

Date

Date

Agents must conduct transactions without regard to race, color, sex, religion, handicap, familial status, or national origin.



Richland County Council Request of Action

Subject

Board of Zoning Appeals - 1: **[PAGES 122-133]**

- a. William Starks
- b. Gerald A. Lee
- c. Betty J. Hines
- d. Ray Borders Gray
- e. William Wallace Smith, Sr.



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: William Starks

Home Address: 132 Glenshannon Drive, Columbia, SC 29223

Telephone: (home) (803)295-9076 (work) (803)737-6198

Office Address: 1201 Main Street, Suite 1000, Columbia, SC 29201

Email Address: wstarks@doi.sc.gov

Educational Background: BS in Accounting, South Carolina State University, 1996

Professional Background: Auditor III/ Financial Analyst

Male Female Age: 18-25 26-50 x Over 50

Name of Committee in which interested: Board of Zoning Appeals

Reason for interest: As a resident of Richland County I want ensure that we take a positive approach to all the future changes suggested.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: _____

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____


Applicant's Signature

ce/s/15
Date

Return to:
Clerk of Council | P. O. Box 192, Columbia, SC 29202
For information call (803) 576-2060 or email rccoco@rcgov.us

One form must be submitted for each Committee, Board or Commission you wish to serve on.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Gerald A. Lee, PE

Home Address: 11 Ashfield Lane; Blythewood, SC 29016

Telephone: (home) 803-767-0130 (cell) (work) 803-772-8420

Office Address: 7 Clusters Court; Columbia, SC 29210

Email Address: geraldl@chaoinc.com

Educational Background: BS Civil Engineering University of South Carolina (1997)

Professional Background: Professional Engineer

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Board of Zoning Appeals

Reason for interest: Community Service

Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:

Working knowledge of land development and potential impacts to surrounding areas

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: 16 +/-

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

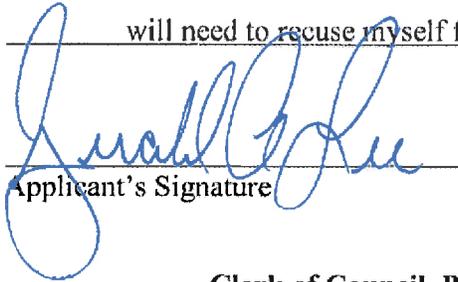
Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes X No _____

If so, describe: Being in the business of land development there is the possibility that one of my clients will need to go through the zoning appeals process. If the situation arises I will need to recuse myself from the discussion.


Applicant's Signature

 6-24-15
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Betty J. Hines. Ed.D

Home Address: 4403 Fair Street, Apt. 1

Telephone: (home) (803) 665-3408 (work) (803) 665-3408

Office Address: 4403 Fair Street, Apt. 1, Columbia, SC 29203

Email Address: hines29203@yahoo.com

Educational Background: Doctorate Degree (Education)

Professional Background: DSS,DYS, and Head Start Casemanager;Richland 1 Inst. Asst.

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Library Board OR Zoning Appeals Board

Reason for interest: I would like to contribute to the growth of literacy in our society. Also I want to ensure that there are clean and safe neighborhoods to live and raise children.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
As an educator, I am interested in the continuation of a literate society. I support the provision of educational resources to families so our nation will be remain free and liter

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? Business is Academic Solutions, LLC. (New)

Recommended by Council Member(s): _____

Hours willing to commit each month: 4 hours on 1 committee or board.

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Ray Borders Gray
Home Address: 1404 Oak Street, Columbia, SC 29204
Telephone: (home) (803) 988-0684 (work) (803) 545-3779
Office Address: 1737 Main Street, Columbia, SC 29201
Email Address: rbgray@columbiasc.net
Educational Background: BA emphasis Journalism; MBA
Professional Background: Governmental Affairs and Community Relations
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: ~~Riverbanks Zoo Commission~~ BOZA
Reason for interest: I want to be an active participant who shapes the future of the zoo.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I have a tremendous background in governmental affairs and public relations, which could prove helpful on the commission.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: Varies

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

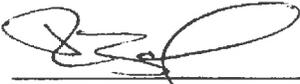
Yes _____ No ^x _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No ^x _____

If so, describe: _____



Applicant's Signature

11/17/2014

Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: William Wallace Smith Sr

Home Address: 108 Birch Hollow Dr Columbia SC 29229

Telephone: (home) 803-736-4723 (work) 803-466-1932

Office Address: 151 Summit Centre Dr Columbia SC 29229

Email Address: Willestate22@gmail.com

Educational Background: College

Professional Background: Mortgage Broker, Real Estate Agent,

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: BOZA

Reason for interest: Have been a board member the last 6 years. I appreciate being able to serve my county

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

Extensive Real Estate Back Ground and knowledge of the Richland County Map and community, Have been a Board member the past 6 years being Vice chair the past three.

Presently serve on any County Committee, Board or Commission? BOZA

Any other information you wish to give? _____

Recommended by Council Member(s): Torrey Rush

Hours willing to commit each month: 10

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____


Applicant's Signature

6/4/2015
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only		
Date Received: _____	Received by: _____	
Date Sent to Council: _____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

Richland County Council Request of Action

Subject

Planning Commission - 1: **[PAGES 134-139]**

- a. Nathan Halydier
- b. Anna Grubic



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Nathan Halydie

Home Address: 320 Meale dr Columbia, SC 29210

Telephone: (home) 803-414-9996 (work) 803-771-0131 ext 112

Office Address: 1301 Gervais Suite 710 Columbia, SC 29201

Email Address: NathanHalydie@gmail.com

Educational Background: BS in business

Professional Background: View my background online at NathanHalydie.com

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: The Planning Commission

Reason for interest: Desire to get involved.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I consider myself a passionate and honest leader, an entrepreneur and a active community volunteer. I have significant experience in business, finance, marketing, and tech.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: 10-20+

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No ✓

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes ✓ No _____

If so, describe: I currently work for SC Interactive which has a contract with the state to provide payment processing and system apps to government bodies. I do not however, own any part of the company, nor am I apart of the sales process.

[Signature]
Applicant's Signature

3/4/15
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

Any other information you wish to give? N/A _____

Recommended by Council Member(s): N/A _____

Hours willing to commit each month: 10-15 _____

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes x _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No x _____

If so, describe: _____


Applicant's Signature

5/22/15
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only		
Date Received: _____	Received by: _____	
Date Sent to Council: _____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

Richland County Council Request of Action

Subject

REPORT OF PINWOOD LAKE AD HOC COMMITTEE:

- a. Operations Plan
- b. Emergency Construction of Restrooms
- c. Contract Agreement [***EXECUTIVE SESSION***]

Richland County Council Request of Action

Subject

REPORT OF THE SEWER AD HOC COMMITTEE:

a. Consulting Services for Richland County Utilities Department

1. Move to engage a private entity to temporarily manage the Utilities Department while performing an assessment of the Department to determine how it should be managed in the future. **[Washington]**

Richland County Council Request of Action

Subject

A Resolution to appoint and commission Raymond C. Smith as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County **[PAGES 142-143]**

Richland County Council Request of Action

Subject

- a. Resolution recognizing Chaplain Carnell Johnson on being named 2015 Correctional Volunteer of the Year **[MALINOWSKI]**
- b. Move that Richland County Council pass a resolution requesting the State Legislature remove the Confederate Battle Flag from the State House grounds **[ROSE]**
- c. Request that Richland County Council pass a resolution that states to Governor Nicki Haley and the Richland County Legislative Delegation that, Richland County Council will not support racial discrimination and the practice of hate crimes or terrorism, foreign or domestic, against an individual or specific group of people. As a collective group, Richland County Council is a non-discriminatory body, who supports individual liberty and the pursuit of happiness for all people. We respectfully request that immediate action be taken to remove the Confederate Battle Flag that flies on the grounds of the South Carolina State House which sits in the County of Richland. **[JACKSON]**
- d. Allow Council Members to electronically participate in ad hoc committee meetings **[WASHINGTON]**

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda