



Richland County Council

Special Called October 12, 2015 - 6:00 PM Council Chambers

Call to Order

- 1 The Honorable Torrey Rush

Invocation

- 2 The Honorable Norman Jackson

Pledge of Allegiance

- 3 The Honorable Norman Jackson

Presentation of Proclamations

- 4 a. A Proclamation recognizing Pregnancy and Infant Loss Awareness Month [RUSH]
b. National Community Planning Month Proclamation [MANNING and RUSH]

Approval of Minutes

- 5 Regular Session: September 15, 2015 [PAGES 9-20]
- 6 Zoning Public Hearing: September 22, 2015 [PAGE 21]
- 7 Special Called Meeting: October 6, 2015 [PAGES 22-32]

Adoption of Agenda

- 8



Richland County Council

Report of the Attorney for Executive Session Items

- 9**
 - a. "Motion to request Legal Department assess potential liability of permitting human occupied watercraft at Pinewood Lake"
 - b. Elm Abode Drainage
 - c. 1033 Law Enforcement Support Office (LESO) Program - Litigation Update
 - d. Flooding/Disaster Response - Contractual/Legal

Citizen's Input

- 10** For Items on the Agenda Not Requiring a Public Hearing

Report of the County Administrator

- 11**
 - a. Stormwater Management Plan Update
 - b. Presentation of FY 16 Budget Book

Report of the Clerk of Council

- 12**
 - a. 2016 Couty Council Meeting Dates [ACTION] [PAGES 33-34]
 - b. 2016 Council Retreat [ACTION] [PAGE 35]

Report of the Chair

- 13**
 - a. Personnel Matter
 - b. Richland County VC Summer Exercise Review
 - c. Delay of Tax Payment Penalties
 - d. Richland County Strategic Planning Session

Open/Close Public Hearings

- 14**
 - a. An Ordinance Authorizing a deed to Hangar Preservation Development, LLC, for approximately 2.29 Acres of land, constituting a portion of Richland



Richland County Council

County TMS # 13702-09-01A

Approval of Consent Items

- 15** Department of Public Works: Private Pond Policy [PAGES 36-51]
- 16** Conservation Department: Conservation Easement on Back Swamp Road [PAGES 52-81]
- 17** An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article V., County Departments; Division 8, Information Technology; Section 2-261, Geographic Information System (GIS); so as to eliminate the fees for GIS data [DENIAL] [FIRST READING] [PAGES 82-90]
- 18** Accommodations Tax Grant Reallocation for a Book Festival [PAGES 91-100]
- 19** Richland County Conservation Department Request to Negotiate Property Purchase/Donation [PAGES 101-105]
- 20** Conservation Department: Reallocation of Grant Funds [PAGES 106-109]
- 21** Solid Waste - Award of Contract for Solid Waste Engineering Services [PAGES 110-112]
- 22** An Ordinance Amending the Richland County Code of Ordinances, Chapter 19, Parks and Recreation; so as to delete the entire Chapter [FIRST READING] [PAGES 113-117]
- 23** Human Resources - Domestic Violence Policy [PAGES 118-129]

Third Reading Items

- 24** An Ordinance Authorizing a deed to Hanger Preservation Development, LLC, for approximately 2.29 acres of land, constituting a portion of Richland County TMS # 13702-09-01A [PAGES 130-168]

Second Reading

- 25** An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Section 21-20, Road Paving Program; so as to add language regarding a design exception for paved surface width [PAGES 169-177]



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Report of the Development & Services Committee

- 26 Motion to request Legal Department assess potential liability of permitting human occupied watercraft at Pinewood Lake [PAGE 178]
- 27 Motion to Name Courtroom 2b in the Judicial Center The Ada Harper James Courtroom [PAGE 179-181]

Report of the Administration & Finance Committee

- 28 Sheriff's Department - Budget Amendment for the Purchase of Security Cameras [PAGES 182-186]
- 29 Extension of Lease Agreement for the County Magistrate Office [PAGES 187-204]

Report of Rules & Appointments Committee

Notification of Appointments

- 30 Board of Zoning Appeals - 1 [PAGES 205-211]
 - a. Patrick E. Pinckney
 - b. Aaron Dupree
 - c. Shane Ousey
- 31 Accommodations Tax – 1 (Applicant must have a background in the Cultural Industry) [PAGES 212-213]
 - a. David Edmond

Notification of Vacancies

- 32
 - a. Building Codes Board of Adjustment & Appeal – 3
 - b. East Richland Public Service Commission – 1
 - c. Hospitality Tax Committee – 2



Richland County Council

- d. Accommodations Tax Committee – 1 (Applicant must have background in the lodging industry)
- e. Internal Audit Committee – 1 (Applicant must be CPA)
- f. Music Festival Commission - 1

Items for Action

- 33** 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 Roberts 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] [PAGE 214]
- 34** Modify the Rules of Council to allow Council to respond to citizens during the Citizens' Input portion of Council meetings [PEARCE]
- 35** Grievance Committee [PAGES 215]
- 36** Council Rules of Richland County Updates [PAGES 216-236]
- 37** Citizens' Input and Public Hearing Sign-In Sheets [PAGES 237-239]

Report of the Transportation Ad Hoc Committee

- 38**
 - a. Supplemental Intergovernmental Agreement-Clemson Road Widening Project [PAGES 241-246]
 - b. Construction Contract-Vista Greenway Phase II (Lincoln Tunnel) [PAGES 247-255]



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Other Items

- 39** A Resolution Authorizing the issuance and sale of not to exceed \$50,000,000 General Obligation Bond Anticipation Notes (Transportation Sales and Use Tax), Series 2015, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the notes; delegating to the County Administrator certain authority related to the notes; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto [PAGES 256-288]

Citizen's Input

- 40** Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

- 41**
- a. To have Richland County remove the lien off of the property located at 1420 Joe Frazier Court contingent on the property owner donating the land to the Atlas Road Community Organization [WASHINGTON]
 - b. A resolution establishing October 25-31, 2015 as End Child Hunger SC Week in Richland County [RUSH]
 - c. Move Council and Staff to create three new CASA caseworker positions. [JETER, DIXON, PEARCE, ROSE]
 - d. Move to fund the Governor's Cup Road Race in the amount of \$7,000, which is the amount the County funded this organization in FY 15. The funding is requested to come from the "Undesignated" Hospitality Tax line item." [ROSE]
 - e. Request an additional \$89,000 for Famously Hot New Year [DIXON]
 - f. Move for a resolution honoring the life and heroism of Forest Acres Police Officer Gregory Alia and to declare December 14th Officer Gregory Alia day in Richland County. [ROSE, MANNING, PEARCE and JETER]
 - g. In suburbs or subdivisions the maximum height for grass should be 12 inches similar to the City of Columbia. Richland County has one of the tallest



Richland County Council

height in the Midlands of 24 inches. [JACKSON]

h. Because of the time sensitiveness of this item, I make a motion to direct the County Administrator to perform a flood map impact study immediately where outcomes to be used to assist staff and guide the County in its role as flood plain manager and its potential obligation to correct any inconsistencies in the mapping to protect our Citizens. I propose the study be engaged immediately to meet the 90-day comment period. And the study outcome will identify inconsistencies in the mapping (if any) and will provide remedies and course of action to help us help the impacted property owners respond and preserve any rights they may have under the law. [WASHINGTON]

i. To change the way vehicles are taxed by Richland County to a more accurate/fair assessment value by using the current month "Black Book" value. Background: DMV furnishes the "Black Book" value to the tax office in January of each year. This means everyone is assessed a higher tax value on their conveyance due to the inaccurate value used with only one value used for the entire year. "Black Book" values are updated monthly so taxpayers are currently paying too much and need to pay the fair market value at the time of evaluation, not based on a January evaluation. [MALINOWSKI]

Adjournment



Richland County Council



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

SOUTH CAROLINA

REGULAR SESSION MINUTES

September 15, 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 6:00 PM

INVOCATION

The Invocation was led by the Honorable Bill Malinowski

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Bill Malinowski

PRESENTATION OF RESOLUTIONS

Resolution Honoring Robert Murphy for his years of service on the East Richland Public Service Commission [MANNING] – Mr. Manning and Mr. Jeter presented Mr. Murphy with a resolution honoring his years of service on the East Richland Public Service Commission.

National Recovery Month Proclamation [MANNING] – Mr. Manning and Mr. Pearce presented a proclamation decreeing September as National Recovery Month.

A Resolution declaring the week of September 28th “Active Aging Week” [ROSE, PEARCE, JETER, MANNING, DICKERSON and DIXON] – Mr. Rose, Mr. Pearce, Mr. Jeter, Mr. Manning, Ms. Dickerson and Ms. Dixon presented a resolution declaring the week of September 28th “Active Aging Week”.

POINT OF PERSONAL PRIVILEGE – Mr. Manning recognized that Mr. Larry Brazell, East Richland Public Service District Executive Director, was in the audience.

APPROVAL OF MINUTES

Regular Session: September 8, 2015 – Ms. Dickerson moved, seconded by Ms. Dixon, to approve the minutes as distributed. The vote in favor was unanimous.



Committee Members Present

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

Others Present:

Tony McDonald
Daniel Driggers
Larry Smith
Geo Price
Sparty Hammett
Warren Harley
Dwight Hanna
Beverly Harris
Monique McDaniels
Kimberly Roberts
Amelia Linder
Chad Fosnight
Rob Perry
Brandon Madden
Roxanne Ancheta
Cheryl Patrick
Rudy Curtis
Valeria Jackson
Monique McDaniels
Tammy Brewer

ADOPTION OF AGENDA

Mr. McDonald requested that Item 7(c): Water Park Evaluation Committee Recommendation be removed from the agenda and placed on the October 6, 2015 Council agenda.

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

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

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

- a. Proposed Transfer of Solid Waste Contract**
- b. Employee Grievances (2)**
- c. Threatened Litigation – Student Housing**

*Council went into Executive Session at approximately 6:19 p.m.
and came out at approximately 6:34 p.m.*

- a. Threatened Litigation – Student Housing** – No action was taken.

CITIZENS' INPUT (For Items on the Agenda Not Requiring a Public Hearing)

Mr. Eugene Davoll spoke regarding Sara Matthews Road.

REPORT OF THE COUNTY ADMINISTRATOR

- a. Proposed Transfer of Solid Waste Contract** – This item was taken up in Executive Session.
- b. Recognition of Transportation Program Fall Interns** – Mr. McDonald recognized the Transportation Program's Fall interns.
- c. Employee Grievances (2)** – This item was taken up in Executive Session.
- d. Introduction of County Engineer** – Mr. McDonald introduced the new County Engineer, Stephen Staley, to Council.

REPORT OF THE CLERK OF COUNCIL

REMINDER: Sofrito Soul Festival, September 19th, Sandhills Clemson Research Center – Ms. McDaniels reminded Council of the upcoming Sofrito Soul Festival on September 19th. The event will be held from 11:00 AM – 7:00 PM at the Sandhills Clemson Research Center.

CIGNA Wellness Being Award Luncheon, October 12th, Riverbanks Zoo – Ms. McDaniels stated Council's presence has been requested as the CIGNA Wellness Being Award Luncheon on October 12th at Riverbanks Zoo.

REPORT OF THE CHAIRMAN

No report was given.

OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Authorizing a lease to Columbia Area Mental Health for 8,871 ± sq. ft. fo space at 2000 Hampton Street, Third Floor – No one signed up to speak.**

APPROVAL OF CONSENT ITEMS

- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; by adding a new division entitled 1A. Vector Control; so that a new department will be created [THIRD READING]**
- **An Ordinance Amending the Richland County Code of Ordinances; so as to create a new chapter entitled "Chapter 8: Vector Control" [THIRD READING]**
- **15-32MA, Jake Conyers, RS-HD to NC (.70 Acres), 5433 Farrow Rd., 11612-05-13 [THIRD READING]**
- **15-33MA, Homebody, LLC, OI to RM-HD (.36 Acres), 1652 Horseshoe Dr., 17012-01-04 [THIRD READING]**

Ms. Dickerson moved, seconded by Ms. Dixon, to approve the consent items.

FOR

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Jeter

AGAINST

The vote in favor was unanimous.

THIRD READING ITEMS

An Ordinance Authorizing the issuance and sale of not to exceed \$15,000,000 General Obligation Bonds, Series 2015A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto; and to adopt written procedures related to continuing disclosure – Mr. McDonald stated the ordinance language needed to be amended to as follows: “...not to exceed \$8,000,000 General Obligation Bonds...”

Mr. Jackson moved, seconded by Ms. Dixon, to approve this item as amended.

FOR

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

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

FOR

AGAINST

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

The motion for reconsideration failed.

An Ordinance Authorizing a lease to Columbia Area Mental Health Center, a division of the SC Department of Mental Health, for 8,871 ± sq. ft. of space at 2000 Hampton Street, Third Floor – Mr. Pearce moved, seconded by Mr. Jackson, to approve this item.

FOR

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

Mr. Pearce moved, seconded by Mr. Jackson, to reconsider this item.

FOR

AGAINST

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

The motion for reconsideration failed.

SECOND READING

An Ordinance Authorizing a deed to Hanger Preservation Development, LLC, for approximately 2.29 acres of land, constituting a portion of Richland County TMS # 13702-09-01A – Mr. Rose moved, seconded by Mr. Pearce, to approve this item.

Mr. Malinowski requested staff to insure the Conservation Commission grant given to the prior organization interested in purchasing the Curtiss-Wright Hangar was either paid back to the County or the funding benefitted the County and/or Airport.

FOR

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

- a. A Resolution approving the 2015 Assessment Roll for the Village at Sandhill Improvement District, Richland County, South Carolina** – Mr. Livingston stated the committee recommended approval of this item.

Mr. Sidney Evering, Esq. answered Council's questions regarding the Annual Assessment Report.

FOR

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF APPOINTMENTS

- a. Building Codes Board of Appeals – 1** – Mr. Malinowski stated the committee recommended appointing Mr. Willie Farmer.

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Regular Session
Tuesday, September 15, 2015
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FOR

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

- b. Employee Grievance Committee Alternates – 2** – Mr. Malinowski stated the committee recommended appointing Ms. Kecia D. Lara and Ms. Betty Etheredge.

FOR

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

- c. Midlands Regional Convention Center Authority – 1**– Mr. Malinowski stated the committee recommended appointing Ms. Amber Martin.

FOR

Dixon
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

Malinowski

The vote was in favor.

- d. Procurement Review Panel – 2** – Mr. Malinowski stated the committee recommended appointing Mr. Allen Brown.

FOR

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

II. ITEMS FOR ACTION

- a. CMRTA Board Terms** – Mr. Malinowski stated the committee recommending approving the following language: “I move that the three Richland County appointees to the CMRTA Board continue to serve with the 1, 2, and 3 year terms assigned alphabetically; therefore, Mac Bennett will serve the one year term, Jennifer Harding will serve the two year term, and Kelvin Washington will serve the three year term. Thereafter, all appointees shall each serve a three year term. If approved, this action will be contingent on similar action being taken by the City of Columbia regarding its appointees.”

FOR

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Livingston
Dickerson
Washington
Manning
Jeter

AGAINST

The vote in favor was unanimous.

- b. 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 Roberts Rules of Order have all the privileges of board (or other public entity) membership, including the right to make motions and vote and to participate in regular or special called meetings and executive sessions, but none of the obligations. Ex officio members have no obligations 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.

- c. Modify the Rules of Council to allow Council to respond to citizens during the Citizens’ Input portion of Council meetings [PEARCE]** – Mr. Malinowski stated the committee recommended amending the language as follows: (1) The Clerk’s Office will have available for the public the Council’s contact information, as listed on the County’s website; and (2) to allow the Chair to advise citizens to speak with staff.

Ms. Dickerson moved, seconded by Mr. Malinowski, to defer this item until the October 6th Council meeting. The vote in favor was unanimous.

- d. Allow Council members to electronically participate in ad hoc committee meetings [WASHINGTON]** – Mr. Malinowski stated the committee recommended denial of this item.

Mr. Washington made a substitute motion, seconded by Mr. Rose, to approve this item.

Mr. Rose requested a friendly amendment to require a physical quorum to be present at the meeting.

Mr. Washington accepted the friendly amendment.

FOR

Rose
Jackson
Washington
Jeter

AGAINST

Dixon
Malinowski
Pearce
Rush
Livingston
Dickerson
Manning

The substitute motion failed.

FOR

Dixon
Malinowski
Pearce
Rush
Livingston
Dickerson
Manning

AGAINST

Rose
Jackson
Washington
Jeter

The vote was in favor of the committee's recommendation for denial.

- e. Grievance Committee** – Mr. Malinowski stated the committee recommended the Employee Grievance Committee be staffed by the Legal Department.

Mr. Rose made a substitute motion, seconded by Ms. Dickerson, to defer this item to receive input from the Legal Department. The vote was in favor.

REPORT OF DIRT ROAD AD HOC COMMITTEE

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Section 21-20, Road Paving Program; so as to add language regarding a design exception for paved surface width [FIRST READING]** – Ms. Dixon stated the committee recommended approval of this item and to incorporate the road paving ordinance into the ordinance in the agenda packet prior to 2nd Reading. The vote in favor was unanimous.

**CITIZENS' INPUT
(Must Pertain to Items Not on the Agenda)**

Mr. Kenneth Spry spoke regarding the Riverbanks Zoo Project: Construction over Railroad and the utilization of teens in the summer on the Transportation Penny projects.

Ms. Margaret Sumpter spoke about use of the Pinewood Lake facility for public meetings.

Ms. Helen Taylor Bradley spoke against the Lower Richland Sewer Project.

EXECUTIVE SESSION

*Council went into Executive Session at approximately 7:45 p.m.
and came out at approximately 8:04 p.m.*

- a. Proposed Transfer of Solid Waste Contract** – Ms. Dixon moved, seconded by Mr. Rose, to proceed with Administration's recommendation.

FOR

Dixon
Malinowski
Rose
Jackson
Pearce
Rush
Dickerson
Jeter

AGAINST

Manning

The vote was in favor.

- b. Employee Grievances (2)** – Mr. Livingston moved, seconded by Mr. Jeter, to uphold the Administrator’s recommendation.

Mr. Washington and Mr. Jackson expressed concern with the requirement that employees must sign documentation (i.e. disciplinary action forms) or face termination.

Mr. Washington requested Administration draft a motion regarding this matter and bring back to Council.

FOR

Dixon
Malinowski
Rose
Pearce
Rush
Livingston
Dickerson
Manning
Jeter

AGAINST

Jackson

The vote was in favor.

MOTION PERIOD

I move to propose an ordinance to impose regulations of motor vehicles parking on front lawns in certain residential zoning districts [JETER and ROSE] – This item was referred to the D&S Committee.

ADJOURNMENT

The meeting adjourned at approximately 8:15PM.

Torrey Rush, Chair

Greg Pearce, Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

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

September 22, 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

There were no additions or deletions to the agenda.

ADOPTION OF THE AGENDA

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

MAP AMENDMENTS

15-34MA, Tyson Reilly, RU to RS-E (202.56 Acres), Heins Rd., 23500-05-03

Ms. Dickerson moved, seconded by Mr. Malinowski, to defer the public hearing and item until the October 27th Zoning Public Hearing. The vote in favor was unanimous.

15-35MA, Cynthia Weatherford, RS-HD to LI (1.27 Acres), 2610 Harlem St., 16204-08-01

Mr. Washington moved, seconded by Ms. Dickerson, to defer the public hearing and item until the October 27th Zoning Public Hearing. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 7:03 PM.

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



Council Members Present

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

Others Present:

Sparty Hammett
Michelle Onley
Monique McDaniels
Tracy Hegler
Amelia Linder
Geo Price
Tommy DeLage
Warren Harley
Kim Roberts

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

SPECIAL CALLED MEETING MINUTES

October 6, 2015
3:00 PM
4th Floor Conference Room

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 3:00 PM

Richland County Emergency Services Update and Next Steps

Mr. McDonald stated:

- There are relief sites and shelters throughout the County, which are staff with water and supplies
- In critical areas the shelters are staffed with portable kitchens
- County is working with sister agencies and State government
- The City and County are in constant contact with each other
- A briefing was held prior to this meeting with Governor Haley

Mr. Byrd stated:

- This is an ongoing event and will not be over for some time
- There are several phases the County will go through
- At this time the County is still in the "Emergency and Rescue Phase"
- There were a number of fatalities in the County
- The County will be transitioning to an "Assessment Phase" and then a "Recovery Phase" in the near future
- The "Recovery Phase" will be a very length process
- The Gills Creek Reporting Station reported 21 inches of rain
- The Gills Creek area is where the majority of the damage and infrastructure damage seems to have occurred
- During the first 24-hour period of this event there was a record 2,400 calls for assistance received
- Currently there are approximately 1,400 every 24 hours
- EOC and field personnel are currently being stretched beyond their limits; additional resources have been requested through the State
- Assistance from the State (i.e. water, personnel, etc.) is not granted immediately
- One person in EOC is dedicated to requesting assistance and maintaining contact with State
- The areas of Eastover, Gadsden, Forest Acres and the Northeast were hit very hard and continue to be treacherous



Committee Members Present

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

Others Present:

Tony McDonald
Daniel Driggers
Sparty Hammett
Warren Harley
Beverly Harris
Monique McDaniels
Kimberly Roberts
Rob Perry
Roxanne Ancheta
Cheryl Patrick
Ismail Ozbek
Ken Aucoin
Brad Farrar

**Richland County Council
Special Called Meeting
Tuesday, October 5, 2015
Page Two**

- Approximately 100 roads have bridges or portions of the roadway closed, which are preventing or delaying response into some areas
- SCDOT will be assessing the roads and bridges to determine their integrity
- Due to the age of the interstate bridges, SCDOT shut them down until the waters had receded and they could be assessed
- Several of the dams in the County will continue to be monitored
- DHEC and the Corp of Engineers are responsible for monitoring and assessing the integrity of the dams
- Cary Lake, Arcadia Lake, Upper and Lower Ford Dams have either broken or are breached
- Beaver Dam, Spring Lake and Forest Lake Dams are being closely monitored
- National Guard are presently at Spring Lake and Forest Lake Dams attempting to keep them intact with the use of sandbags
- Coordinating with the school districts and USC regarding classes and road conditions
- Dealing with several hazardous situations, including an overturned tractor trailer on Garner's Ferry Road that has begun to leak the fuel it was carrying
- Thousands of citizens have been displaced
- The following shelters have been established: (1) A. C. Flora High School – 165 citizens; (2) Lower Richland High School – 100 citizens; and (3) St. Andrews Middle School – 95 citizens
- The shelters are being closed monitored; additional shelters will be opened if needed to accommodate the residents that have been displaced
- The Sheriff's Department, Fire/Rescue and other strike team members are going door-to-door to assess the areas that are isolated.
- Forest Acres lost their Police Department to the flooding; therefore, they are presently dispatching out of the County's EOC until other arrangements could be made.
- The short-term goal is to insure residents have food, water and shelter
- Water distribution sites have been set up (Convention Center, Forest Drive Wal-Mart, Landmark Drive Office Park, Eastover Park and Gadsden Community Center). Other water distribution sites will be opened as they are needed.
- The City has crews working around the clock to restore water pressure to the nked Richland County Staff for their assistance with the community festival.
- Mobile kitchens have been deployed in several areas. Additional kitchens will be going to Eastover and Gadsden where they will prepare meals at Eastover Park and distribute them to the area.
- The mobile kitchen set up at the City's Public Water Facility on Harden Street is providing meals for the public safety workers
- The hospitals are stable at this time.
- The Columbia Fire Service has been providing water to the hospital for water suppression, as well as, maintaining sanitary conditions. The water is also being used for the chillers at the hospitals.
- There has been an influx of volunteers and goods; the Ombudsman's Office is receiving all calls for volunteers goods and services
- Garbage Service has been suspended, but alternate plans for reinstatement of refuse services is being discussed at this time
- Emergency housing needs and requirements will need to be discussed
- Before the "Recovery Phase" can be undertaken a damage assessment will need to be done to determine residential and commercial structures that may have been damaged, as well as, infrastructure damage
- The cost of this storm will be tremendous to the County

- Residents in the Northeast should avoid the Sesquicentennial State Park and Gills Creek Water Basin at this time.

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- Ms. Dixon requested an electronic map of the areas the residents should avoid that she could forward to her constituents
- Ms. Dixon requested the “stand in place” request be explained more in depth for the citizens, so they are less likely to venture out on the roadways
- Ms. Harris is going to station PIO staff in the EOC in order to update the Council members with the most up-to-date information regarding road closures and pertinent information
- Mr. Perry and Mr. Ozbek will be giving an update on the conditions of the roads in the near future
- Ms. Dixon requested an update on Polo Road, the roads in the Pontiac/Elgin area and emergency management assess to all of District Nine
- Mr. Byrd stated the State plan has the Red Cross as the lead agency for shelters.
- The Red Cross has criteria that designates where the shelters are going to be.
- The County notifies the Red Cross that a shelter needs to be opened and they spend the resources to open the shelter.
- There were several issues with opening shelters because the Red Cross could not get the resources in and it delayed the opening of shelters. DSS was able to assist with opening shelters until the Red Cross was able to open up shelters.
- The delay in the Red Cross opening the shelters was brought to the Governor, the Adjutant General and the Director of SC Emergency Management’s attention at a meeting earlier today.
- Mr. Jeter suggested that Richland County, if faced with a similar event, have a process wherein the County can provide temporary shelter until the Red Cross or State can put their shelters in place
- Mr. McDonald stated there is a process and resources available to the government entities to do recovery, as well as, assistance offered through FEMA to homeowners who have losses who may not be insured and/or adequately insured.
- Mr. McDonald recommended beginning in a disaster recovery contractor/consultant on an emergency basis to walk the County through the process to insure all available funding is received.
- Mr. Pearce stated his frustration has been with who to call and who is in charge of what
- In response to Mr. Pearce’s frustration, Mr. Byrd stated as an example that the Fire Department is responsible for rescue efforts. If the Fire Department puts in a request stating they are overwhelmed and need additional resources, the request is processed and sent to the State. The State is then responsible for finding those requested assets. The agency (i.e. the Fire Department) requesting the resources are then responsible for those assets. The self-responding individuals/groups that have no direction are the ones that cause issues.

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- Mr. Pearce is concerned that citizens are leaving the shelters and going back to homes that may not be safe and habitable.
- Mr. Byrd stated the insurance companies will likely inspect dwellings. The County will try to assist with the inspections, but because this is not a mandatory evacuation the County cannot prevent citizens from returning to their homes.
- Each flood victim is qualified for over \$33,000 through FEMA whether they're insured or not insured. If they are insured, they have to pay the monies back like a loan.
- Disaster Recovery Center sites will be set up by FEMA and the State.
- The County Assessor's Office and Fire Marshals will serve as the assessment team for the County. The County's assessment team will be deployed along with the State Emergency Management Division as a team of assessors. FEMA has a team of assessors.
- These "strike teams" will go out to the devastated areas with GPS equipment that calculates accurately the longitude and latitude
- Mr. McDonald stated GIS is drafting a map of the troubled spots that must be avoided or are dangerous that will be released to the media.
- Mr. McDonald stated in many cases the money received from the Federal and State government will be reimbursement for monies spent by the County. In many cases, it won't be a 100% reimbursement.
- Mr. McDonald suggested tapping into the Fund Balance temporarily and to reimburse the monies as they become available.
- Another option to replenish the Fund Balance and/or repay the funding FEMA doesn't cover would be to utilize Act 388 and the tax millage rate. During the duration of a disaster situation, the millage cap can be exceeded without penalty.
- Mr. Jackson stated because of the criteria the Red Cross has some of the citizens were forced to leave the shelter because they did not meet the Red Cross's criteria.

Mr. Hammett stated:

- Building Inspections is pulling together information regarding permitting requirements and other related issues for the citizens as they begin repairing their homes
- Jim Hamilton-LB Owens Airport reported no major problems; only minor leaks
- Richland County Utilities reported no major problems; Utilities was able to maintain the Broad River Wastewater Treatment Plant; the Hwy. 76 pump station reported a spill of less than 1,000 gallons; the Shady Grove pump station reported a spill of 10,000 gallons; Eastover Wastewater Treatment Plant is operational and there were no spills; Hopkins Water System is also operational and no indication of water breaks and water pressure is stable

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- The Transportation Department started working closely in conjunction with Public Works; centralized command center, with 3 PW employees, has been set up at Powell Road; teams have been created to inspect and do assessment of the 560 paved roads, 217 of unpaved roads, and 6 County maintained bridges, as well as, various culvert crossings.
- Currently there are 39 employees broken up into 5 crews conducting inspections and providing access to the citizens where access cannot be maintained
- Mr. McDonald stated the County is not listed as a dam owner.
- Mr. Jeter requested an assessment of how the County can make the private dam owners accountable for affecting the lively of the citizens.

Mr. Perry stated:

- The 6 County maintained bridges were inspected; 3 of those bridges are closed
- The 3 bridges that are open are Hawkins Creek, Boyd Bridge Road and Carolina Pine Drive
- The culverts will be inspected on Tuesday, October 6th

Mr. Harley stated:

- The Solid Waste Department is currently assessing how quickly they will be able to reestablish services
- In the meantime, they have expanded the drop off sites in Lower Richland and on Monticello Road; and evaluating areas to strategically place drop roll offs to allow household garbage to be brought to those locations

Ms. Ancheta stated:

- Of the 25 County facilities that have been inspected are 100% operational
- Support Services will continue to inspect the remaining facilities; the evaluations of these facilities should be completed by the end of the week
- Some of the facilities in the Lower Richland area are without water; port-a-potty have been brought into those facilities
- There was no runoff at the Decker Center
- There was minimal flooding at Pinewood Lake; the basement of the house sustained some flooding
- The CIGNA Luncheon with Council has been rescheduled
- Flu Shots and Biometrics has been cancelled and will be rescheduled in the near future

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- Public Information has over 1,200 new followers on Twitter
- A 5-page update was sent out earlier today and has also been placed on the County's website
- GIS and Assessor's Office are trying to compile information in regard to the 500 year flood layer
- Building Inspections is going to have an appraiser sent out to assess damage to the homes
- The Ombudsman's Office has received over 600 calls
- Mr. Livingston requested that staff compile a list of resources they will need in order

Major Cowan stated:

- The Sheriff's Department is working collectively with the Columbia Police Department, Columbia Fire Department and Emergency Service
- Over 100 personnel from the South Carolina Law Enforcement Development, Columbia Police Department and Sheriff's Department are working in search and rescue capacity, as well as, on strike teams
- In the last 48 hours have been attempting to identify areas that are of concern and filter that information through Emergency Management
- Law Enforcement from Tennessee is assisting the Sheriff's Department
- Assisting with water distribution centers and insuring that resources are available to County/volunteer workers

Mr. Byrd stated that anyone that wishes to volunteer is being forwarded to the Ombudsman's Office and they are then put in touch with the employee in EOC that has been designated to coordinate volunteer services.

Ms. Dixon requested a centralized location to be set up to bring donations of food, clothing, etc.

Mr. Kelly with the EOC stated there are plans in the works to set up donations centers in the various districts.

Major Cowan stated those individuals that are not abiding by the curfews will be asked to stay off the roads, but if they become belligerent or refuse to adhere to the curfew they will be arrested.

During the mandatory evacuations there were several messages sent out and the Sheriff's Department went door-to-door informing citizens that they needed to evacuate immediately.

Mr. Washington inquired if any of the staff had been to do an aerial assessment of the County.

Mr. McDonald stated County staff has not done an aerial overview of the County.

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Mr. Aucoin stated there are gauges at each of the creeks and the National Weather Service sends out advisories to the public if there are a potential for flooding and the notices are very specific as to the creeks that could overflow.

Mr. Byrd stated if there is a pending dam break, an Everbridge notification is sent out to that particular area.

Mr. Washington feels that on a local level more needs to be done to alert citizens to impending flood conditions to prevent citizens from becoming trapped in flooded areas.

Mr. Perry stated there are no plans to repair SCDOT roads for connectivity purposes, but the County can partner with them to help them in assessing their road conditions.

Mr. Washington was upset that his emails were not answered in a timely manner and he did not know what was going on in his district.

Mr. Jackson suggested that Council attend the Legislative Delegation briefing on Wednesday and express to them the Council's concern regarding the SCDOT roads.

Ms. Dickerson stated there needs to be a more efficient way to get information disseminated to Council members during an emergency situation.

Mr. McDonald stated there was a flood of information coming in and being able to read through the emails and pull out pertinent information became very difficult. It was not a matter of staff not taking the situation seriously, but being able to weed out what was important and deal with the high priority matters.

Mr. Manning inquired if the lobbyist the County employs would not be responsible for lobbying on the County's behalf to insure that the SCDOT roads concerns were relayed to the Legislative Delegation.

Mr. McDonald will review the lobbyist's contract to assure that is a part of their contract.

POINT OF PERSONAL PRIVILEGE – Ms. Dixon thanked the Northeast Community, International First Church of God, Pastor Roberts, Brookland Baptist – Northeast, Pastor Chris Johnson, Richardson Insurance and Investigation, and Imperial Transportation for helping her gather donations.

Mr. McDonald stated the County plans to coordinate schedules with the City of Columbia.

Mr. McDonald stated a provision needs to be made to address the situations that come up and are uncovered as the water recedes. The provision would assist with not having to wait for resources from the State and Federal government. In order to do that, an emergency ordinance would need to be enacted to allow the County to spend money from the Fund Balance. Those dollars will be reimbursed once the County receives reimbursement from the State and Federal government. In addition, the Administrator will need contracting authority in excess of what is allowable at this time.

An Emergency Ordinance in Response to Catastrophic Flooding in Richland County – Mr. Manning moved, Mr. Livingston, to proceed with the ordinance as distributed and to allow the County Administrator or his designee be provided the contractual power with the consent of the Chair of Council or his designee.

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Mr. Livingston inquired as to the amount the County Administrator would be authorized to expend since it was not designated in the ordinance provided.

Mr. McDonald stated Mr. Byrd has suggested up to \$500,000; therefore, that is the least amount that he would recommend approving.

Mr. Manning amended the motion to authorize the County Administrator to expend up to \$1,000,000.

Mr. Pearce stated he wants to insure that the Chief Financial Officer appraises Council on a periodic basis of the status of the Fund Balance as it is spent due to the Fund Balance not being as healthy as it has been in the past. Once the \$1 million amount has been spent, the matter needs to be brought to the Budget Ad Hoc Committee or Administration & Finance Committee for further discussion.

Mr. McDonald stated if the amount of \$1 million is approached the matter will be brought back to Council at a regularly scheduled Council meeting and another emergency ordinance will be presented to Council for consideration.

Mr. Pearce inquired as to when the CAFR will be received.

Mr. McDonald stated it is usually received by the end of the year.

Mr. Pearce requested that receipt of the CAFR be expedited, so that Council will have accurate information to rely on when making these financial decisions.

Mr. McDonald stated Mr. Byrd and Ms. Patrick have spoken with a company regarding disaster relief services, but the County has not entered into a contract with them.

Mr. Washington inquired if the contract will be brought back to Council.

Mr. McDonald stated it can be discussed at today's meeting or Council can approve it open ended as outlined in the emergency ordinance.

Mr. Rose stated he doesn't believe that the \$1 million limit is going to be enough to address the needs of the County.

Mr. Rose made a substitute motion to approve the emergency ordinance and give the County Administrator the authority to expend up to \$1.5 million.

Mr. Manning stated he will allow Mr. Rose's motion to replace the original motion. Mr. Livingston seconded the motion.

Mr. Pearce inquired of the County Administrator and Mr. Byrd how much funding was needed.

Mr. Byrd stated approximately \$20 million before this event is over.

Mr. Jeter inquired about the Act 388 option for funding.

Mr. McDonald stated Act 388 caps the amount the County can raise the millage unless one of the six exceptions exist. One of the exceptions to the millage cap is a natural disaster and recovery. If Council wanted they could exceed the millage cap and raise the millage without penalty to bring in funding to reimburse the Fund Balance.

Mr. Jeter stated he believes utilizing Act 388 may be the better route to address the funding needs of the County at this time.

Mr. McDonald stated he would likely consider the use of Act 388 as a Phase II. "Phase I" would be to utilize Fund Balance. If the money is not reimbursed from FEMA as soon as we hoped, then the County could look at utilizing Act 388 as Phase II.

EXECUTIVE SESSION

*Council went into Executive Session at approximately 5:30 p.m.
and came out at approximately 6:00 p.m.*

Mr. Jeter stated the ordinance referred to procuring other services.

Mr. McDonald stated that is correct. The County will be procuring a lot of services, which is what the \$1.5 million is intended to be used for.

Mr. Farrar stated there are (4) components to the ordinance: (1) and (2) pertain to authorizing the County Administrator or Chair to retain the services of Emergency Response Provider to coordinate various relief, mitigation and recovery efforts and monitoring to ensure compliance with all requirements. The second part includes the discussion of the "up to amount" and also to seek reimbursement through the Federal relief process.

Mr. Jackson inquired if the ordinance pertains to only the unincorporated areas of Richland County or does it cover the entire County.

Mr. Farrar stated it would allow for "piggy backing", which will allow for the expedited procurement. It would include the geographical limits of Richland County, including all municipalities; however, the task orders from the County would control where the work would be done. Council would have the flexibility to do work in the municipalities, if in the judgment of Council that were the appropriate thing to do. The County would retain the services of the companies and then task them on their individual duties.

Mr. Jackson inquired if the County's Fund Balance will be used to assist the City of Columbia.

Mr. McDonald stated the funding for the contractor is not to be used for projects, but more in a capital projects construction role. The contractor will advise and insure that the County does everything right.

Mr. McDonald stated if it's the Council desire, staff will approach the City about joining the County in the agreement for disaster relief services.

Mr. Washington stated he is concerned about providing redundant services in certain parts of the County.

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Mr. Farrar the ordinance has boilerplate language that states the County cannot grant or extend a franchise. The County would not be paying this type of company until they are sent on a mission. There could be multiple companies the County would have to make a policy judgment about whether that is operationally what you want, but legally you could do that. The County can restrict their service area. A company could be hired for Richland County and have them repair Charleston.

Mr. Byrd stated the consultant is not being retained to conduct engineering or construction services. They will have the ability to coordinate the engineering and/or construction services

Mr. Washington inquired in the agreement what triggers the engineering and construction services.

Ms. Patrick stated she will be coordinating all recovery (i.e. engineering, construction, and transportation) services for the County.

- | <u>FOR</u> | <u>AGAINST</u> |
|------------|----------------|
| Dixon | |
| Malinowski | |
| Jackson | |
| Rose | |
| Pearce | |
| Rush | |
| Livingston | |
| Dickerson | |
| Washington | |
| Manning | |
| Jeter | |

The vote in favor was unanimous to approve the emergency ordinance as presented, to give the County Administrator the authority to expend up to \$1.5 million, and to enter into the contract with Ash Britt Environment as discussed in Executive Session.

ADJOURNMENT

The meeting adjourned at approximately 6:15PM.

Torrey Rush, Chair

Greg Pearce, Vice-Chair

Joyce Dickerson

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Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Seth Rose

Kelvin E. Washington, Sr.

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

2016 COUNCIL MEETING DATES



MONTH/DATE	MEETING TYPE/TIME
JANUARY:	
5	REGULAR SESSION – 6:00 PM
26	COMMITTEES – 5:00 PM
26	ZONING PUBLIC HEARING – 7:00 PM
FEBRUARY:	
2	REGULAR SESSION – 6:00 PM
16	REGULAR SESSION – 6:00 PM
23	COMMITTEES – 5:00 PM
23	ZONING PUBLIC HEARING – 7:00 PM
MARCH:	
1	REGULAR SESSION – 6:00 PM
15	REGULAR SESSION – 6:00 PM
22	COMMITTEES – 5:00 PM
22	ZONING PUBLIC HEARING – 7:00 PM
APRIL:	
5	REGULAR SESSION – 6:00 PM
19	REGULAR SESSION – 6:00 PM
26	COMMITTEES – 5:00 PM
26	ZONING PUBLIC HEARING – 7:00 PM
MAY:	
3	REGULAR SESSION – 6:00 PM
17	REGULAR SESSION – 6:00 PM
24	COMMITTEES – 5:00 PM
24	ZONING PUBLIC HEARING – 7:00 PM
JUNE:	
7	REGULAR SESSION – 6:00 PM
21	REGULAR SESSION – 6:00 PM
28	COMMITTEES – 5:00 PM
28	ZONING PUBLIC HEARING – 7:00 PM

JULY: (Please note there may be a Special Called Meeting this month due to Council's August Break)	
5	REGULAR SESSION – 6:00 PM
19	REGULAR SESSION – 6:00 PM
26	COMMITTEES – 5:00 PM
26	ZONING PUBLIC HEARING – 7:00 PM
AUGUST – COUNCIL RECESS	
SEPTEMBER:	
6	REGULAR SESSION – 6:00 PM
20	REGULAR SESSION – 6:00 PM
27	COMMITTEES – 5:00 PM
27	ZONING PUBLIC HEARING – 7:00 PM
OCTOBER:	
4	REGULAR SESSION – 6:00 PM
18	REGULAR SESSION – 6:00 PM
25	COMMITTEES – 5:00 PM
25	ZONING PUBLIC HEARING – 7:00 PM
NOVEMBER:	
1	REGULAR SESSION – 6:00 PM
15	REGULAR SESSION – 6:00 PM
22	COMMITTEES – 5:00 PM
22	ZONING PUBLIC HEARING – 7:00 PM
DECEMBER:	
6	REGULAR SESSION – 6:00 PM
13	REGULAR SESSION – 6:00 PM
20	COMMITTEES – 5:00 PM
20	ZONING PUBLIC HEARING – 7:00 PM

☀ Meeting Dates are subject to change and/or additional dates may be added.

☀ Please note that items for the Zoning Public Hearing must go before the Planning Commission. The Planning Commission meets the first Mondays of each month. Contact Suzie Haynes at (803) 576-2176 for further information.

Visit our Website at www.rcgov.us for updated information.

For more information, please contact the Clerk of Council's Office at (803) 576-2060.

Retreat Locations:

1. Madren Conference Center, Clemson, SC *{AVAILABLE – January 27-29, 2016}*
2. Newberry Firehouse Conference Center, Newberry, SC *{AVAILABLE – January 20-22, 2016}*
3. Wild Dunes Resort, Isle of Palms, SC *{AVAILABLE – January 20-22, 2016}*
4. Embassy Suites, Myrtle Beach, SC *{AVAILABLE – January 20-22, 2016}*
5. YMCA of Columbia, Lexington, SC *{AVAILABLE – January 27-29, 2016}*

Richland County Council Request of Action

Subject:

Department of Public Works: Private Pond Policy

September 22, 2015 – The Committee recommended that Council approve the updated Private Pond Policy. Staff will provide Council with a redlined version of the changes included in the updated Policy and additional clarification on the definitions included in the updated policy prior to the October 6, 2015 meeting.

Richland County Council Request of Action

Subject: Department of Public Works Private Pond Policy

A. Purpose

County Council is requested to approve the update to the County's Private Pond Policy (policy), which first went into effect on May 3, 2005 and was reviewed internally by Public Works Staff reviewed and updated on May 3, 2010.

B. Background / Discussion

Requests for the County to maintain privately owned ponds and dry detention basins are a frequent occurrence. The current policy states the County will assistance with cleaning of privately owned lakes by removing sediment that can be reached by County equipment from the pond bank. In some cases the County performed maintenance that goes beyond the scope of this policy, such has hiring engineering firms and contractors to remove sediment from the entire lake, or installing sediment trapping structures. These larger scale maintenance practices were completed on a case-by-case basis with no baseline evaluation to justify which ponds would receive greater maintenance.

Since the adoption of the policy in 2005 and the review of the policy in 2010, the equipment the Public Works Department once had to provide maintenance from the bank was transferred to another department. The equipment transfer eliminated the need for Public Works to seek special permits to transport the equipment from site to site, and the other department utilizes the equipment onsite daily. The loss of the equipment is one reason maintenance performed on privately owned lakes is contracted out to a third party. The other reason for contracts is the work on large scale lakes entails applying permits from the Army Corp of Engineers and approval through the South Carolina Department of Health and Environmental Control which requires engineering studies and plans.

The attached revised policy not only uses a matrix that will give clear guidance on when a pond will qualify for County maintenance assistance, the policy also includes a 50% cost share for the owner of the privately owned lake/pond.

The policy also includes a section which details the County's maintenance responsibilities related to dry detention ponds. This section on dry ponds helps address requirements the County has through the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Phase I permit. The NPDES MS4 Permit requires the Public Works Stormwater Division to inspect post construction Stormwater best management practices, such as dry detention basins. Many are owned and should be maintained by private owners or a Home Owners Association (HOA). When inspection reports or Notice of Violations are sent to the owner with required maintenance activities, the owner or HOA often requests the County to take the pond into the County's maintenance system and handle it responsibility. The County currently maintains 48 dry detention basins and contracts the maintenance of those ponds out to a private contractor. The revised policy specifies that the County will maintain the infrastructure related to the pond (inlets, outlets, dams, emergency spillways, etc.). This covers infrastructure repair that a HOA or private owner may not be able complete, and is in line with the current

County Ordinance that states the County shall maintain the roads and Stormwater infrastructure in a subdivision.

The policy clearly defines that maintenance does not include cosmetic maintenance such as tree removal, litter control, or wildlife control, which are not requirements of the NPDES permit. Out of the 48 ponds that require maintenance by the County's contractor, the majority of the work is aesthetic (tree and litter removal) and only three ponds have required infrastructure repair.

C. Legislative / Chronological History

May 3, 2005 Richland County Council Meeting: Council unanimously approved the Private Pond Policy.

May 3, 2010: Private Pond Policy was reviewed internally by Public Works Staff.

D. Financial Impact

Since 2007, the Public Works Stormwater Division has spent \$1,721,497 providing maintenance on privately owned lakes/ponds. This cost does not include time/labor of Public Works staff, only engineering and contractor fees. If the current policy was in place, and all of the ponds listed met the criteria for County assisted maintenance, the cost would have been cut in half.

The Public Works Stormwater Division currently spends an average of \$39,633 per year on maintenance of the 48 County owned dry detention basins. The County currently inspects 244 privately owned dry detention basins located in subdivisions. If the County were to include these additional 244 ponds into its contract for yearly routine maintenance the estimated cost will be \$330,000/year. This does not include costs associated if the ponds require an initial cut to bring them up to County standards.

E. Alternatives

1. Approve the request to create a streamlined matrix for evaluating if the County will assist with the maintenance of privately owned lakes and dry detention basins. When a privately owned lake meets criteria for maintenance, the County will be guaranteed a 50% cost match by the lake owner.
2. Do not approve and continue to maintain privately owned lakes and dry detention basins on a case-by-case basis with no standard baseline for evaluation and at full cost to the County.

F. Recommendation

It is recommended that Council approve the request to adopt the revised Private Pond Policy.

Recommended by: Synithia Williams

Department: Public Works Stormwater Division

Date: 8/31/2015

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: 8/31/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Public Works

Reviewed by: Ismail Ozbek

Date: 9/1/2015

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 9/16/15

Recommend Council approval

Recommend Council denial

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

Comments on the policy: 1) Even on dry detention basins, a public benefit needs to be articulated before using County funds.
2) The purpose mentions that “the cost share amount will be based on the amount of public benefit achieved by the lake/pond in question which is determined through evaluation by County staff. Cost share is determined on a case by case basis and allocated as funding allows.” However, in the policy it appears to say that costs will be split 50-50. Should be clarified. If some other cost split is to happen, then that needs to be made clear in the policy and the matrix.

Administration

Reviewed by: Sparty Hammett

Date: 9/16/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval, and agree with Legal’s comments – a public benefit needs to be shown and cost share will be 50-50.

Current Private Pond Maintenance Policy with the Redlined Changes

Department of Public Works
Private Pond Maintenance Policy
DRAFT 09-24-2015
DEPARTMENT OF PUBLIC WORKS
BEST MANAGEMENT PRACTICE STANDARD

TITLE: Private Pond Maintenance Policy		NUMBER OF PAGES: 4 5	
EFFECTIVE DATE:	May 3, 2005	LEAD AGENCY:	Stormwater Management
PREPARED BY:	Roeky Archer, PE Synithia Williams Stormwater Manager	AUTHORIZED BY:	Christopher S. Eversmann, PE Ismail Ozbek Public Works Director
REFERENCES:	None	REVIEW DATE:	May 3, 2010 10/6/2015

I. Purpose

- a. To establish a criteria and considerations that will allow Richland County to perform appropriate maintenance activities at private ponds/lakes in order to mitigate or reduce the negative impact of connection of public drainage systems to private water bodies. This policy will also determine what, if any, public benefit is derived from the private pond/lake such as flood control, pollution control, and/or safety.
- b. To establish procedures for when the County may cost share for maintenance activities on the lake/pond to help maintain as a stormwater asset. The cost share amount will be based on the amount of public benefit achieved by the lake/pond in question which is determined through evaluation by County staff. Cost share is determined on a case by case basis and allocated as funding allows
- c. To outline procedures for county assistance with the maintenance of private detention basins in a single family residential subdivision. Maintenance assistance will be based on the amount of public benefit achieved by the private detention basin.

~~To establish criteria and considerations that will allow Richland County to perform appropriate maintenance activity at private ponds in order to mitigate or reduce the negative impact of connection of private water bodies to public drainage systems~~

II. Definitions

- a. A. Dry detention basins – Depressions that are excavated for the purpose of detaining excess stormwater runoff from newly developed land. Basins are also created to act as holding area for the initial runoff of stormwater in order to allow sediment and pollutants to settle out from the stormwater medium. Dry detention basins may serve the same function as a pond, but there are significant differences. As their name suggests, they are most often dry (i.e. – lack standing water). Also, they are not considered an amenity to the community.
- b. Homeowners Association (HOA) - An organization in a subdivision, planned community or condominium that makes and enforces rules for the properties in its jurisdiction.
- c. Perpetual maintenance – Long term and continual responsibility for the maintenance of a pond, lake, detention or retention area.
- d. Pond – A water body that, under normal circumstances, retains water. This water may be stormwater runoff or groundwater from an active spring. They may be naturally occurring or constructed. Ponds are considered an amenity (as opposed to infrastructure). However, they may be integrated into a drainage system.
- e. Pond Owners Association – An organization in a subdivision, planned community or condominium that makes and enforces rules for the pond or lake in its jurisdiction.
- f. Private water bodies – Receiving waters (most often ponds, lakes, or basins) that are privately owned by individuals or an association for which Richland County has no ownership or formal maintenance responsibilities. Private water bodies may be integral to public drainage systems.
- g. Property Owner (Owner) – A holder or proprietor of land.
- h. Public drainage system – A stormwater conveyance system whose maintenance is the responsibility of a public entity that provides area drainage to a publicly maintained road network. Private water bodies may be integral to these systems.
- i. Water of the state – Lakes, bays, sounds, ponds, impounding reservoirs, springs, wells, rivers, streams, creeks, and all other bodies of surface or underground water, natural or artificial, public or private, inland or coastal, fresh or salt, which are wholly or partially within or bordering the State or within its jurisdiction.¹

~~Dry detention basins – Depressions that are excavated for the purpose of detaining excess stormwater runoff from newly developed land. Basins are also created to act as holding areas for the initial runoff of stormwater in order to allow sediment and pollutants to settle out from the stormwater medium. Dry detention basins may serve the same function as a pond, but there are significant differences. As their name suggests, they are most often dry (i.e. – lack standing water). Also, they are not considered an amenity to the community. As~~

¹ South Carolina Code of Laws Section 48-1-10

~~such, they are considered infrastructure and, in the case of residential subdivisions, are deeded to the County for perpetual maintenance.~~

- ~~B. Pond — A water body that, under normal circumstances, retains water. This water may be stormwater runoff or groundwater from an active spring. They may be naturally occurring or constructed. Ponds are considered an amenity (as opposed to infrastructure). However, they may be integrated into a drainage system.~~
- ~~C. Private water bodies — Receiving waters (most often ponds, lakes or basins) that are privately owned by individuals or an association for which Richland County has no ownership or formal maintenance responsibilities. Private water bodies may be integral to public drainage systems.~~
- ~~D. Public drainage system — A stormwater conveyance system whose maintenance is the responsibility of a public entity that provides area drainage to a publicly maintained road network. Private water bodies may be integral to these systems.~~
- ~~E. Waters of the state — Lakes, bays, sounds, ponds, impounding reservoirs, springs, wells, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Atlantic Ocean within the territorial limits of the State and all other bodies of surface or underground water, natural or artificial, public or private, inland or coastal, fresh or salt, which are wholly or partially within or bordering the State or within its jurisdiction; *South Carolina Code of Laws Section 48-1-10.*~~

III. Background/Introduction

Maintenance of the dam and pond of privately owned wet ponds/lakes is the responsibility of the private owner(s). A pond and dam may qualify for County funded improvements and maintenance only when it is determined by the County that the pond/lake provides significant public benefits, such as flood control, pollution control, and/or safety.

Dam structures subject to the SC Dams and Reservoirs Safety Act are under the jurisdiction of the SC Department of Health and Environmental Control. Dam modifications required by the State do not qualify for County funding unless the County Engineer determines appropriate public benefits, as described in Matrix, can also be achieved in accordance with this policy.

The control of algae, nuisance aquatic weeds, mosquitoes, fish kills, and trash removal does not qualify as a public benefit through this policy. In 1990, the Environmental Protection Agency (EPA) established The National Pollutant Discharge Elimination System (NPDES) to reduce the quantity of pollutants that may be transported through the Storm Sewer Systems to “Waters of the State”. The South Carolina Department of Health and Environmental Control (SCDHEC) Bureau of Water issued a NPDES Permit to Richland County in April 2000. In compliance with that Permit, Richland County has inventoried stormwater drainage systems and the locations to which they outfall into waters of the state.

In the process of performing this inventory, Richland County has identified or been made aware of several areas of concern with respect to private water bodies. These water bodies are in existence for a variety of reasons including recreation, aesthetics, and utility (water supply and power

generation). Concurrently, stormwater retention or detention is also accomplished. It is not uncommon for these private water bodies to be integral to public drainage systems. As such, they may be adversely affected by both controllable and uncontrollable factors that include adjacent development, discharge from public road drainage network, above average rainfall, and topography of the watershed.

IV. ProblemPond and Lake Policy Criteria

ALL of the following criteria must be met in order to qualify for consideration.

- a. Adjacent development with public road or drainage network discharges stormwater runoff into the pond;
- b. Maintenance activity will not disturb any wetland area;
- c. Property owners must grant and sign easement agreements to access each of the established discharge points and surrounding area if needed by County;
- d. There is no existing maintenance easement already in place;
- e. The pond is currently managed by an established home or pond owner's association with a point of contact;
- f. The pond/lake was not constructed as a regulatory requirement associated with residential or commercial development;

The owners dedicate temporary drainage and/or conservation easements AND hold harmless agreements at no cost to the County and sign maintenance agreements, as determined appropriate by the County Engineer. Among the more negative effects on these private water bodies from their integration with the area public drainage system are deposits of sediment carried by stormwater flowing into them (or siltation). The accumulation of sediment reduces pond volume and alters or obstructs the natural or designed stormwater flow path. Sedimentation can also impair water quality by providing a medium for the transportation of pollutants into the pond.

Some ponds are dedicated to Richland County at the time of development. This occurs predominantly in residential developments in which the roads and drainage system are to be maintained by Richland County. Whereas other ponds remain private, pre-date any formal maintenance policy, or are natural waters-of-the-state. Consequently, consideration for public maintenance of these ponds has not, heretofore, been addressed.

V. PolicyPond and Lake Additional Criteria

At least ONE of the following criteria must be met in order to qualify for evaluation.

- a. The pond/lake must provide, or be able to provide, a significant flood control benefit downstream of the structure, that represents cost avoidance to the County in the construction and maintenance of drainage infrastructure;

- b. The pond/lake is part of a larger, comprehensive watershed management plan, or water quality plan;
- c. The pond/lake must provide the opportunity to remove at least 10,000 pounds of pollutants annually;

The dam must pose a significant health or environmental threat or hazard to public property or County citizens.

~~In order to mitigate or reduce the negative impact of connection of private water bodies to public drainage systems, it is necessary to develop criteria and considerations that will allow Richland County to perform appropriate maintenance activity at private ponds. These criteria and considerations are as follows:~~

~~Adjacent development with public road or drainage network discharges stormwater runoff directly into the pond, and;~~

~~The pond or lake should not be “isolated” or contained within a single property, and;~~

~~Maintenance activity will not disturb any wetland area, and;~~

~~Property owners must grant and sign easement agreements to access each of the established discharge points and surrounding area, and;~~

~~Hold harmless agreements must be obtained from property owners or Pond Owners Association.~~

~~Other considerations that may facilitate County participation for maintenance:~~

~~The presence of a perennial stream flowing through the pond,~~

~~G.——The pond is currently managed and maintained by an established Pond Owner’s Association with a point of contact.~~

VI. Procedure Pond and Lake Implementation

- a. Qualified ponds/lakes will be evaluated by Public Works staff to determine the extent of public benefits that would be achieved by the maintenance;
- b. Qualified ponds/lakes and dams will be ranked by criteria including cost/benefit ratios, flood control benefits, water quality benefits, safety, infrastructure needs, and coordination with other County investments and policies. The attached matrix will be utilized to determine if the pond is eligible for County assistance;
- c. Ponds that meet qualifications and the work required can be accomplished by County staff will be added to the County’s project’s list in the order that the project is received;

- d. The highest ranking pond improvement projects will be input into the County's Capital Improvement Projects (CIP) matrix and ranked according to the benefits provided based on other CIP projects. There is no guarantee the pond will rank high against other CIP projects;
- e. For projects requiring engineering study and evaluation, the County will cost share, as funding allows, with the pond/lake owners for study and construction not to exceed 50% of the cost of the project and pending approval from Richland County Council;
- f. If the project ranks high and the Pond/Home Owner's Association commits 50% of the funds, the project will be submitted for County funding in accordance with the County's Capital Improvement budgeting process;
- g. The pond owner is responsible for acquiring all necessary permits before any work begins;
- h. All easements and hold harmless agreements shall be recorded prior to any maintenance activity is performed.

VII. Privately Owned Dry Detention Basins

- a. Dry detention basins are the responsibility of the property owner. The County will inspect dry detention basins yearly to ensure compliance with the Stormwater Management Ordinance and the pond maintenance agreement;
- b. Dry detention basins located in a single family residential subdivision that have been adequately maintained by the owner or homeowners association may qualify for maintenance assistance from the County. Maintenance assistance will consist of:
 - i. Repair of structural features of the detention basin including: inlets, outfall structure, emergency spill way, dam;
- c. The owner or home owners association may petition to the County for assistance with maintenance of the structural features of the dry detention pond;
- d. County maintenance does not include litter removal, landscaping including the removal of trees, wildlife control;
- e. The County can refuse maintenance if the owner or home owners association has not performed any of the required maintenance as agreed upon in the pond maintenance agreement;
- f. This will be a one-time maintenance.

Private Pond Policy Matrix			
<u>Attribute</u>	<u>Unit</u>	<u>Amount</u>	<u>Weight</u>
<u>Public Benefit</u>	-	<u>0</u>	<u>40</u>
<u>County Drainage System Contributes</u>	-	-	<u>10</u>
<u>Safety Hazard if Maintenance Not Completed</u>	-	-	<u>15</u>
<u>Public Health Hazard</u>	-	-	<u>15</u>
-	-	-	-
<u>Pond Function</u>	-	<u>0</u>	<u>25</u>
<u>Watershed Size</u>	<u>Acres</u>	-	<u>10</u>
<u>HOA Actively Managing Pond</u>	-	-	<u>15</u>
-	-	-	-
<u>Pond Management</u>	-	<u>0</u>	<u>20</u>
<u>Did owner do modifications that effect function</u>	<u>Y/N</u>	-	<u>5</u>
<u>Ease of access to clean</u>	-	-	<u>15</u>
-	-	-	-
<u>Maintenance Requirement</u>	-	<u>0</u>	<u>15</u>
<u>County Staff Can Perform</u>	-	-	<u>10</u>
<u>Engineering Study Required</u>	-	-	<u>5</u>
-	-	-	-
<u>Total</u>	-	<u>0</u>	<u>100</u>

Original Private Pond Maintenance Policy



DEPARTMENT OF PUBLIC WORKS
BEST MANAGEMENT PRACTICE STANDARD

		<i>STANDARD #</i>	26.17.1(O)
TITLE: Private Pond Maintenance Policy		NUMBER OF PAGES: 4	
EFFECTIVE DATE:	Pending	LEAD AGENCY:	Stormwater Management
PREPARED BY:	Rocky Archer, PE Stormwater Manager	AUTHORIZED BY:	Christopher S. Eversmann, PE Public Works Director
REFERENCES:	None	REVIEW DATE:	Effective Date plus (5) years

I. Purpose

To establish criteria and considerations that will allow Richland County to perform appropriate maintenance activity at private ponds in order to mitigate or reduce the negative impact of connection of private water-bodies to public drainage systems

II. Definitions

- A. Dry detention basins – Depressions that are excavated for the purpose of detaining excess stormwater runoff from newly developed land. Basins are also created to act as holding areas for the initial runoff of stormwater in order to allow sediment and pollutants to settle out from the stormwater medium. Dry detention basins may serve the same function as a pond, but there are significant differences. As their name suggests, they are most often dry (*i.e.* – lack standing water). Also, they are not considered an amenity to the community. As such, they are considered infrastructure and, in the case of residential subdivisions, are deeded to the County for perpetual maintenance.
- B. Pond – A water body that, under normal circumstances, retains water. This water may be stormwater runoff or groundwater from an active spring. They may be naturally occurring or constructed. Ponds are considered an amenity (as opposed to infrastructure). However, they may be integrated into a drainage system.
- C. Private water-bodies – Receiving waters (most often ponds, lakes or basins) that are privately owned by individuals or an association for which Richland County has no ownership or formal maintenance responsibilities. Private water-bodies may be integral to public drainage systems.

- D. Public drainage system – A stormwater conveyance system whose maintenance is the responsibility of a public entity that provides area drainage to a publicly maintained road network. Private water-bodies may be integral to these systems.
- E. Waters of the state - Lakes, bays, sounds, ponds, impounding reservoirs, springs, wells, rivers, streams, creeks, estuaries, marshes, inlets, canals, the Atlantic Ocean within the territorial limits of the State and all other bodies of surface or underground water, natural or artificial, public or private, inland or coastal, fresh or salt, which are wholly or partially within or bordering the State or within its jurisdiction; *South Carolina Code of Laws Section 48-1-10*.

III. Background

In 1990, the Environmental Protection Agency (EPA) established The National Pollutant Discharge Elimination System (NPDES) to reduce the quantity of pollutants that may be transported through the Storm Sewer Systems to “Waters-of-the-State”. The South Carolina Department of Health and Environmental Control (SCDHEC) Bureau of Water issued a NPDES Permit to Richland County in April 2000. In compliance with that Permit, Richland County has inventoried stormwater drainage systems and the locations to which they outfall into waters-of-the-state.

In the process of performing this inventory, Richland County has identified or been made aware of several areas of concern with respect to private water-bodies. These water bodies are in existence for a variety of reasons including recreation, aesthetics, and utility (water supply and power generation). Concurrently, stormwater retention or detention is also accomplished. It is not uncommon for these private water-bodies to be integral to public drainage systems. As such, they may be adversely affected by both controllable and uncontrollable factors that include adjacent development, discharge from public road drainage network, above average rainfall, and topography of the watershed.

IV. Problem

Among the more negative effects on these private water-bodies from their integration with the area public drainage system are deposits of sediment carried by stormwater flowing into them (or siltation). The accumulation of sediment reduces pond volume and alters or obstructs the natural or designed stormwater flow path. Sedimentation can also impair water quality by providing a medium for the transportation of pollutants into the pond.

Some ponds are dedicated to Richland County at the time of development. This occurs predominantly in residential developments in which the roads and drainage system are to be maintained by Richland County. Whereas other ponds remain private, pre-date any formal maintenance policy, or are natural waters-of-the-state. Consequently, consideration for public maintenance of these ponds has not, heretofore, been addressed.

V. Policy

In order to mitigate or reduce the negative impact of connection of private water-bodies to public drainage systems, it is necessary to develop criteria and considerations that will allow Richland County to perform appropriate, limited maintenance activity on private ponds. These criteria and considerations are as follows:

- A. Adjacent development with public road or drainage network discharges stormwater runoff directly into the pond, and;
- B. The pond or lake should not be “isolated” or contained within a single property, and;
- C. Maintenance activity will not disturb any wetland area, and;
- D. Property owners must grant and sign easement agreements to access each of the established discharge points and surrounding area, and;
- E. Hold harmless agreements must be obtained from property owners who provide access easements and the Pond Owners Association.

Other considerations that may facilitate County maintenance participation:

- F. The presence of a perennial stream flowing through the pond, or;
- G. Recommendation by County Public Works Staff and approval by County Council.

VI. Procedure

Upon agreement of listed criteria, the County can proceed with the corrective action needed. In order to effectively resolve the problem, the County must first assess the stormwater runoff discharge points and then develop a plan to meet that particular need. County staff will determine the need for structural repair, the extent of sedimentation, or the amount of debris removal.

All easement and hold harmless agreements shall be recorded prior to any maintenance activity is performed.

All dredging activity performed by the County will be limited to the furthest extent of determined sedimentation that can be practically reached using excavation equipment organic to the County Public Works fleet.

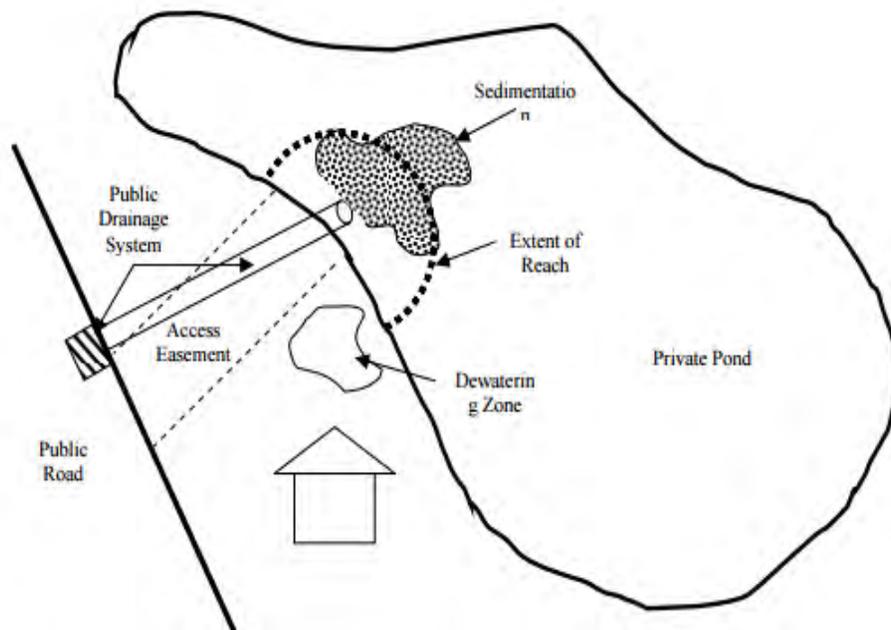


Figure 1. Typical outfall sediment removal activity components.

The Department of Public Works is continuing to locate and identify potential sites for the retrofit of Best Management Practices (BMP's) to improve stormwater quality. Outfall sites that need frequent maintenance may be considered.

These BMPs can be physical or non-physical. Physical BMPs may include installation of structures or planting of natural vegetation to assist in removing sediment, debris, and pollutants. Non-physical BMPs consist of education and awareness. County staff will meet with the community and provide guidance on how each individual can do their part to promote positive stormwater management.

By publication of this policy, Richland County assumes no obligation or liability associated with maintenance activity on private ponds.

Richland County Council Request of Action

Subject:

Conservation Department: Conservation Easement on Back Swamp Road

September 22, 2015 -- The Committee recommended that Council approve the request to place a conservation easement on 251 acres on Back Swamp Road, and to purchase the development rights of the property for a total sum of \$125,500 to be paid in three (3) equal payments over three (3) years from the Richland County Conservation Commission Capital Acquisition Fund. Staff will update the easement to include the recommended changes by the County's Legal Department and Mr. Malinowski prior to the October 6, 2015 Council meeting.

Richland County Council Request of Action

Subject: Conservation Department: Conservation Easement on Back Swamp Road

A. Purpose

County Council is requested to approve a conservation easement on 251 acres of property owned by Ted Hopkins on Back Swamp Road in Lower Richland.

B. Background / Discussion

Richland County Conservation Commission (RCCC) recommends placing a conservation easement on “The Pincushion” property owned by Mr. Ted Hopkins in Lower Richland.

On Back Swamp Road, near Old Hopkins Road and Lower Richland Blvd., RCCC proposes to place a conservation easement on 251 acres, known locally as The Pincushion. This consists of parcels 21600-04-05, 21500-01030, and a portion of 21600-04-02. The property contains wetlands characteristic of Pocosin ecosystems, also known as shrub bogs, which are rich in organic material and provide valuable habitat for species adapted to living in unaltered forests. The property also has historic components, comprising a portion of an 18th century plantation and surrounding the Hopkins Family Cemetery which is listed on the National Register of Historic Places. Myers Creek flows through one of the parcels and this easement will help protect water quality in the creek as it flows into Cedar Creek and then into Congaree National Park.

Benefits of protecting this land in perpetuity include:

- A 300ft vegetated buffer on both branches of Myers Creek that protects water quality and provides wildlife corridors
- A right-of-way for a public trail through the vegetated buffer on the main course of Myers Creek
- Large wooded tracts that provide a diversity of natural habitats for fish, wildlife and plants
- The preservation of open space, the protection of critical natural assets, and the maintenance of the rural character of the land as recommended in the Lower Richland Strategic Community Master Plan

In a conservation easement, landowners give up specific development or property rights, limiting what they can do with their land; this applies to all future owners as well. In return for “donating” specific property rights, the landowner may qualify for federal and state tax benefits. Another option is to receive some compensation for the donation, often called a purchase of development rights. In placing a conservation easement on a property, RCCC has frequently paid for the development rights which are negotiated on a case by case basis.

At its July 27, 2015, RCCC unanimously approved placing a conservation easement on the Pincushion property. A \$500/acre purchase of development rights was negotiated for a total cost of \$125,500 to be paid in equal payments over three (3) years.

C. Legislative / Chronological History

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

D. Financial Impact

Funds are available in the RCCC Capital Acquisition Fund.

E. Alternatives

1. Approve the request to place a conservation easement on 251 acres of wetlands and high ground on Back Swamp Road thus preserving in perpetuity water quality protection for Myers Creek, public trail access, and high quality wildlife habitat.
2. Do not approve the conservation easement and forfeit the opportunity to preserve the land in perpetuity with all its attendant benefits.

F. Recommendation

It is recommended that Council approve the request to place a conservation easement on 251 acres owned by Mr. Ted Hopkins on Back Swamp Road and to purchase the development rights for a total sum of \$125,500 to be paid in three (3) equal payments over three (3) years from the RCCC Capital Acquisition Fund.

Recommended by: Quinton Epps, Director

Department: Conservation

Date: September 2, 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: 9/8/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 9/15/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion; however, Legal would appreciate this itemed being approved with the condition that the Legal department be allowed to work with the Conservation Department on the actual wording of the easement, as is customary.

Administration

Reviewed by: Sparty Hammett

Date: 9/16/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval with the condition that the Legal department be allowed to work with the Conservation Department on the actual wording of the easement, as is customary.

DRAFT

PINCUSHION ON MYERS CREEK

2015 DEED OF CONSERVATION EASEMENT

STATE OF SOUTH CAROLINA)
) DEED OF CONSERVATION EASEMENT
COUNTY OF RICHLAND)

THIS DEED OF CONSERVATION EASEMENT (the “Deed” or “Easement”) is made, granted and conveyed as of the Effective Date provided herein, by Theodore J. Hopkins Jr. (hereinafter “**Grantor**”), having an address at 141 Edisto Avenue, Columbia, South Carolina 29205, in favor of Richland County, South Carolina (hereinafter “**Grantee**”), having an address at c/o Richland County Conservation Commission, 2020 Hampton Street, Columbia, SC 29204 (**Grantor** and **Grantee** sometimes together referred to as the “**Parties**”).

WHEREAS, Grantor is the sole owner in fee simple of certain real property containing approximately two hundred and fifty-one (251.0) acres in Richland County, South Carolina, included in and historically referred to as “Myers Creek” or “The Pincushion on Myers Creek,” and more particularly described in *Exhibit A* attached hereto and incorporated herein by this reference (hereinafter the “Property” or the “Protected Property”);

WHEREAS, Grantee is a political subdivision of the State of South Carolina and meets the requirements of Sections 170(b)(1)(A) and 170(c)(1) of the United States Internal Revenue Code (the “Code”) and the regulations (“Treasury Regulations” or “Treas. Reg.”) promulgated thereunder by the United States Department of the Treasury; **Grantee** is a “qualified organization” as such term is defined in Section 170(h)(3)(A) of the Code; and **Grantee** is qualified to hold conservation easements under the laws of the State of South Carolina;

WHEREAS, the general intent of this Easement is the conservation and preservation of the Property as agricultural land, forest, wetlands, open space, and wildlife habitat;

WHEREAS, the Property is rich in historic content by virtue of its (i) comprising a portion of an 18th century plantation composed of royal grants ca. 1760s to John Hopkins (1739-1775), (ii) being adjacent to and surrounding the site of the 1764 home of John Hopkins, (iii) being adjacent to and surrounding the Hopkins Family Cemetery, an historic site listed on the National Register of Historic Places, (iv) consisting of 18th and 19th century wetlands dedicated to the cultivation of rice and indigo, and (v) being adjacent to Norfolk and Southern Railroad, the same being a portion of the former South Carolina Railroad that was destroyed in February, 1865 by federal troops under the command of Gen. William T. Sherman;

WHEREAS, the Property is situated on the edge of the City of Columbia and other fast growing, densely populated areas; thus, absent the protection provided by the instant Easement, the area’s projected growth, development and “urban sprawl” present a threat to the environmental and historical integrity of the Property;

WHEREAS, the Property is located on Back Swamp Road, near Old Hopkins Road and Lower Richland Boulevard, and is visible by the public; and notwithstanding its close proximity to the City of Columbia, the Property provides a view of the topography, the bucolic beauty and the agricultural and rural character of Lower Richland County and the Central Midlands of South Carolina, as evidenced in the photographs in the Baseline Documentation;

WHEREAS, the Property is located in close proximity to the Cabin Branch Conservation Corridor and other conservation easements held by Richland County, which easements together protect a substantial and very valuable conservation land space in Lower Richland County, South Carolina and serve an essential role in preserving the agricultural, rural, natural and ecological values of a substantial part of the community;

WHEREAS, the Property is situated in central South Carolina on Myers Creek which is part of the Myers Creek – Cabin Branch Watershed which, upon joining Cedar Creek, becomes a major waterway through the Congaree National Park to the Congaree River – the area considered of international ecological importance in its designation as an International Biosphere Reserve;

WHEREAS, the Property is a significant ecological, agricultural and silvicultural resource as evidenced by (i) its historic and productive use as a farm and timber preserve that has been in the same family for over 250 years, (ii) its consisting of the a segment of Myers Creek, which is a thriving natural habitat for fish, ducks, geese, and aquatic life, and (iii) its serving as a prime example of the Pocosin ecosystems found in the Carolinas, as described in the following paragraph, the same being particularly important for wintering birds because of the high amount of soft mast available;

WHEREAS, the Property, known locally as “The Pincushion,” has a diversity of natural habitats that include wetlands characteristic of Pocosin ecosystems – the term “Pocosin” (interestingly similar in pronunciation to the term “Pincushion”) being Algonquin in origin and meaning “swamp on a hill”; and these palustrine, naturally occurring freshwater evergreen wetlands in the Atlantic coastal plain of North America, spanning from southeastern Virginia through North Carolina and into South Carolina, have been described as one of the most endangered of the nation’s many wetland types;

WHEREAS, the Property contains forested and non-forested wetlands, which function to improve water quality by providing for nutrient uptake and sediment deposition from runoff draining from upstream lands, which function to provide many wildlife habitat components such as breeding grounds, nesting sites and other critical habitat for a variety of fish and wildlife species, unique habitat requirements of threatened and endangered plants and animals, and which also function to provide an irrigation resource for agricultural lands, especially the Pocosin ecosystems described above, the same being particularly important for wintering birds because of the high amount of soft mast available;

WHEREAS, the Property provides a diversity, quality and combination of natural habitats significant to wildlife habitat functions including feeding, nesting and roosting areas for native and migratory birds, wild turkeys and waterfowl, and also including feeding, breeding and resting areas for deer and other native large and small game and non-game animals;

WHEREAS, the past and present use of the Property in its natural, agricultural condition is consistent with the Conservation Purpose of this Easement inasmuch as the Property has been and is used entirely for the preservation of open space, including growing of timber and raising of crops, as well as the preservation of water quality by providing a vital, protective buffer for Myers Creek, which is a major, integral part of the Myers Creek – Cabin Branch Watershed, the protection and preservation of which waterways and ecosystems are recommended and designated a top priority of Federal, State and local government;

WHEREAS, arrowheads, pieces of pottery and other ancient Indian artifacts, as well as Civil War relics, have been discovered on the Property from time to time, giving reason for the Property's possibly, if not probably, containing significant archeological materials and having significant archeological value;

WHEREAS, the natural habitat, water quality protection, agricultural viability and productivity, archeological, open space and scenic character of the Property (collectively referred to herein as the "Conservation Values") are of great importance to the environmental integrity of the Property, to the **Grantor**, the **Grantee**, the people of South Carolina and the nation;

WHEREAS, the **Parties** agree that with the careful use of conservation easements, the resources, habitat, beauty and unique ecological and agricultural character of the Property can be preserved and protected from development, while at the same time **Grantor** retains the right of continuing private ownership, use and enjoyment of the Property;

WHEREAS, by act of the General Assembly of the State of South Carolina, as enacted in South Carolina Code Annotated (1976, as amended) (hereinafter the "SC Code") Section 27-8-10, *et seq.* (The South Carolina Conservation Easement Act of 1991) (hereinafter the "Act"), South Carolina recognizes and authorizes the creation of conservation restrictions and easements; and as described in SC Code Section 27-8-20, also recognizes and authorizes **Grantee** to hold conservation easements;

WHEREAS, the **Parties** recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Property; the **Parties** share the mutual intent and common purpose of the conserving, preserving and protecting the Property *in perpetuity* as "a relatively natural habitat of...fish, wildlife or plants or similar ecosystem" as that phrase is used in Code Section 170(h)(4)(A)(ii), and as "open space (including farmland and forest land)...for the scenic enjoyment of the general public...pursuant to clearly delineated...governmental conservation policy" as those phrases are used in Code Section 170(h)(4)(A)(iii) and the Treasury Regulations thereunder; and the **Parties** agree that these purposes can be accomplished by placing voluntary restrictions upon the use of the Property and by providing for the transfer from the **Grantor** to the **Grantee** of affirmative rights for the protection of the Property so as to be considered a "qualified conservation contribution" as such term is defined in Code Section 170(h) and the Treasury Regulations thereunder;

WHEREAS, the **Parties** agree that current and historical uses of the Property are compatible with the Conservation Purpose and Conservation Values (collectively referred to herein as "Conservation Interests") described herein; and they intend to protect and preserve the Property and maintain the Conservation Interests therein, *in perpetuity*, in accordance with the provisions of Treas. Reg. Section 1.170A-14(g);

WHEREAS, the **Grantor** intends that this transaction - the deed and conveyance of this Easement, the cash consideration and the contribution herein - shall be treated so that the transaction (i) is in part a sale of the Easement and in part a contribution of the Easement and (ii) is a "bargain sale transaction" or "bargain sale"; and

WHEREAS, the cash consideration for the sale part of the Easement is One hundred twenty-five thousand five hundred (\$125,500.00) dollars, the payment of which shall be made in

three (3) amounts as follows: (i) Forty-one thousand eight hundred thirty-four (\$41,834.00) dollars upon execution of this Easement; (ii) Forty-one thousand eight hundred thirty-three (\$41,833.00) dollars on October 30, 2016; and Forty-one thousand eight hundred thirty-three (\$41,833.00) dollars on October 30, 2017;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, in consideration of **Grantee's** cash payment to **Grantor**, as described in the paragraph immediately above, of One hundred twenty-five thousand five hundred (\$125,500.00) dollars, with regard to the sale portion of this Easement, for no consideration with regard to the charitable contribution portion of this Easement, in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of South Carolina and Sections 170(h) and 2031(c) of the Code, **Grantor** hereby voluntarily deeds and conveys to **Grantee** a conservation easement *in perpetuity* over the Property of the nature and character and to the extent hereinafter set forth (the "Easement"); and, in recognition thereof, the **Parties** declare and agree that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements hereinafter set forth, which covenants, conditions, restrictions shall be deemed to run with the land *in perpetuity* and shall be a burden on the Property *in perpetuity*.

STATEMENT OF CONSERVATION PURPOSE AND INTENT.

Conservation Purpose. The purposes (referred to herein as the "Conservation Purpose") of this Deed and Easement, as defined in Section 170(h)(4)(A)(ii) and (iii) of the Code, shall be and are as follows:

"The protection of a relatively natural habitat of...fish, wildlife, or plants or similar ecosystem; and

The preservation of open space (including farmland and forest land) where such preservation is (I) for the scenic enjoyment of the general public, or (II) pursuant to a clearly delineated Federal, State or local governmental conservation policy, and will yield a significant public benefit."

Intent. The intent of the Parties is to convey, accept and maintain perpetual limitations, restrictions and conditions on the uses that may be made of the Property by way of this Easement, so that: (i) the Property is perpetually preserved and protected from development other than agricultural development; (ii) the Conservation Interests herein are enforceable *in perpetuity*, in accordance with the provisions of Treas. Reg. Section 1.170A-14(g); and (iii) the Conservation Interests are satisfied in a manner consistent with clearly delineated conservation and agricultural programs, purposes, policies and statutes.

GRANTEE'S WARRANTIES, REPRESENTATIONS AND CERTIFICATIONS.

Property Deemed Worthy of Protection for Conservation Purpose. **Grantee** warrants, represents and certifies that it has evaluated the Property and that the Property is deemed worthy of protection in accordance with the Conservation Purpose stated herein.

Consideration Limited to Cash Amount Paid by Grantee to Grantor. Grantee warrants, represents and certifies that the cash amount of One hundred twenty-five thousand five hundred (\$125,500.00) dollars, paid to **Grantor** constitutes the entire consideration provided by **Grantee** to **Grantor** with regard to the sale portion of this Easement. **Grantee** further warrants, represents and certifies that, (i) there has been, is and shall be no *quid pro quo*, goods, services or other consideration provided to the **Grantor** by or from the **Grantee**, its affiliates and assigns, and (ii) **Grantee** will provide **Grantor** with a separate letter so stating, pursuant to the requirements of Section 170(f)(8) of the Code.

Terms of Easement in Accord with Grantee's Policies, Rules & Regulations. Grantee warrants, represents and certifies that the terms of this Easement, including but not limited to the determination and amount of consideration paid by **Grantee** to **Grantor** as described herein, are pursuant to and in accordance with current policies, rules and regulations promulgated by the **Grantee**.

Acceptance of Terms of Easement. By execution of this Deed, **Grantee** warrants, represents and certifies that it accepts the terms, conditions and limitations of this Easement and the rights and obligations recited herein.

Commitment and Resources to Enforce Terms of Easement. By accepting the terms, rights and obligations of this Easement, **Grantee** warrants, represents and certifies that **Grantee** has the commitment and resources to enforce, and will enforce the terms of this Easement.

GRANTEE'S RIGHTS AND REMEDIES.

The following rights and remedies are conveyed to **Grantee**:

Preservation and Protection of Conservation Purpose. The right to preserve and protect the Conservation Interests of the Easement in accordance with the provisions of Treas. Reg. Section 1.170A-14(g)(5), to wit:

Grantor's Documentation Prior to Donation. Grantor shall make available to Grantee, prior to the time the donation is made, maps and materials sufficient to establish baseline documentation and the condition of the Property (the "Baseline Documentation") at the time of the gift. [See generally, Treas. Reg. Section 1.170A-14(g)(5)(i), and *Section 5(R)* herein.]

Grantor's Notification to Grantee; Certain Terms of Donation. Grantor shall agree to notify Grantee, in writing, before exercising any reserved right that may have an adverse impact on the Conservation Interests herein; and the terms of the donation shall provide for the Grantee's rights (i) to enter the Property at reasonable times to inspect the Property to determine if there is compliance with the terms of the donation, and (ii) to enforce the conservation restrictions by appropriate legal proceedings, including but not limited to, the right to require the restoration of the Property to its condition at the time of the donation. [See generally, Treas. Reg. Section 1.170(A)-14(g)(5)(ii) and *Sections 3(B)-(F)* herein.]

Assurance that Use is Consistent with Conservation Interests and Prevention of Inconsistent Uses. The right to determine that any activity on or use of the Property is consistent with the Conservation Interests of this Easement, as well as the right to prevent Grantor or third parties from conducting any activity or use inconsistent with the Purposes herein. Grantee shall specifically have the right, and Grantor hereby acknowledges such right, to enforce the purpose, terms and restrictions of this conservation easement against third parties with or without the permission of the Grantor.

Visual Access. The right of visual access across the Property, *provided, however*, said right (i) shall not be construed to permit physical access by the general public to, over, across or upon the Property, (ii) shall not expand the Grantee's right of entry and physical access to or over the Property as described in *Section 3(D)*;

Physical Access, Entry and Quiet Enjoyment. The right to enter the Property in a reasonable manner and at reasonable times, solely in order to monitor compliance with the provisions of the Easement; *provided, however*, such entry shall be upon prior reasonable written notice (i.e., not less than seven days prior written notice) to Grantor; *provided further*, Grantee shall not interfere with the use and quiet enjoyment of the Property by Grantor or Grantor's guests, invitees and licensees; *provided further*, such access/entry shall be limited to Grantee's passage or transit over that certain easement/corridor designated "Protected Property Access/Entry," and described and illustrated on the baseline map captioned "The Pincushion on Myers Creek" and attached to and made a part of *Exhibit A* of this Easement (the "Baseline Map"), which access/entry shall be a permanent, non-exclusive easement and right-of-way conveyed to Grantee and its successors for the purpose of providing Grantee access/entry from Back Swamp Road to the Property; and the Parties hereby agree that Grantee's use of such access/entry shall be for the sole purpose of Grantee's monitoring and enforcing this Easement. (See also, *Section 4(J)(2)(a)* of this Easement.)

Potential Public Trail. **Grantor** hereby grants a right-of-way on Parcel C of the Property for use as a Public Trail as described in this paragraph, which trail would pass through the Vegetated Buffer on Parcel C of the Property along the Main Course of Myers Creek as indicated in the Baseline Map; *provided, however*, this right-of-way may be used only as the Public Trail described in this paragraph and only on the condition and in the event that (i) a potential public greenway and/or trail designed for pedestrian walking/jogging/foot paths, biking paths, equestrian riding paths and related structures along or near one side of the Main Course of Myers Creek (the “Public Trail” or “Potential Public Trail”) is proposed and authorized by **Grantee** or a local governmental agency, and (ii) all of the landowners who own property over which the Public Trail would pass agree to the proposed location of the Public Trail and grant permission to **Grantee** or a local governmental agency for the construction and maintenance of and public access over the segment of the Public Trail that would pass through their respective properties.

Grantee’s Remedies. If **Grantee** determines that **Grantor** is in violation of the terms of this Easement or that a violation is threatened, the **Grantee** shall notify the **Grantor** of the violation (hereinafter, “First Notice”) and request voluntary compliance. In the event that voluntary compliance is not agreed upon within sixty (60) days of receipt of First Notice, the **Grantee** shall give written notice to **Grantor** of such violation (hereinafter, “Second Notice”) and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Conservation Interests herein, to restore the portion of the Property so injured.

If **Grantor** fails to cure the violation within thirty (30) days after receipt of Second Notice thereof from **Grantee** [or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, if **Grantor** shall fail to begin curing such violation within said thirty (30) day period, or fail to continue diligently to cure such violation until finally cured], **Grantee** may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, including damages for the loss of the Conservation Interests, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting **Grantor’s** liability therefore, **Grantee**, in its sole discretion, may either apply any damages recovered to the cost of undertaking any corrective action on the Property or may apply any damages recovered towards activities relating to Richland County’s conservation easement program.

If **Grantee**, in its sole but reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Interests herein, **Grantee** may pursue its legal and equitable remedies under this *Section 3(F)* without prior notice to **Grantor** or without waiting for the period provided for cure to expire.

Grantee’s rights under this *Section 3(F)* apply equally in the event of either actual or threatened violations of the terms of this Easement. **Grantor** agrees that if

Grantee's remedies at law for any violation of the terms of this Easement are inadequate, **Grantee** shall be entitled to seek the injunctive relief described in this *Section 3(F)*, both prohibitive and mandatory in addition to such other relief to which **Grantee** may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. **Grantee's** remedies described in this *Section 3(F)* shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

If **Grantee** prevails in an action to enforce the terms of this Easement, any costs incurred by **Grantee** in enforcing the terms of this Easement against **Grantor**, including without limitation, costs of suit and reasonable attorney's fees, and any reasonable costs of restoration necessitated by **Grantor's** violation of the terms of this Easement, shall be borne by **Grantor**.

GRANTOR'S RESERVED/RETAINED RIGHTS.

The following rights, uses and activities of the **Grantor** with regard to the Property (collectively the "Reserved Rights"), some of which are currently not being exercised or conducted but which are or may be contemplated by **Grantor** for implementation in the future, shall be and hereby are specifically retained by and reserved unto the **Grantor** and the **Grantor's** successors, personal representatives, heirs, and assigns; *provided, however*, the Reserved Rights shall be exercised in a manner that is in full accordance with and subject to the provisions, limitations and restrictions of this Easement, including but not limited to the provisions which protect the Conservation Interests associated with the Property, and all applicable local, state and federal laws and regulations, including but not limited to Treas. Reg. Section 1.170(A)-14(g)(5). Therefore, subject to the Conservation Interests herein and all other provisions, limitations and restrictions of this Easement, including but not limited to *Section 4(L)* below, **Grantor** reserves/retains the following rights with regard to the Property:

General. The rights, uses and activities inherent in fee simple ownership of the Property, including but not limited to the right of continuing private use and enjoyment of the Property. Upon request by **Grantor**, **Grantee** shall not unreasonably withhold any document that may be requested by **Grantor**, including an estoppel certificate or compliance certificate, to certify to the best of **Grantee's** knowledge **Grantor's** compliance with any obligation of **Grantor** contained in this Easement or otherwise to evidence the status of this Easement.

Grant, Sale or Other Transfer of Fee Simple Interest. The right to grant, sell or otherwise transfer fee simple interest in all or a portion of the Property, subject to the subdivision limitations in *Section 4(K)(1)* below, and to receive all of the revenues from such transfer.

Grant, Lease or Other Transfer of Less Than Fee Simple Interest. The right to grant, lease, or otherwise transfer less than fee simple interest(s) in all or a portion of the Property and to receive all of the proceeds from such transfer.

Non-Commercial Activities. The right to engage in the following activities and events on the Property:

Outdoor, Recreational and Educational Activities. Non-commercial outdoor, recreational and educational activities and events compatible with the Conservation Interests herein, including but not limited to photography, scenic viewing, bird-watching, wildlife observation and feeding, horseback riding, camping, fishing, hunting, clay and trap field and shooting sports, swimming, boating, cycling, ropes and obstacle courses, hiking, jogging, running, cross-country, archery and other similar non-commercial outdoor events and activities that do not use impervious surfaces and that are compatible with the Conservation Interests herein;

Social, Cultural and Community Activities. Non-commercial, social, cultural and community activities and events, including but not limited to private gatherings of families and friends.

Development of Certain Permitted Areas, Buildings, Facilities and Structures. The right to develop, construct and maintain certain areas, buildings, facilities and structures (the “Permitted Structures”), as follows:

Two (2) development areas, each area comprising up to but no more than one (1) acre, (the “Development Areas”), which areas shall be located on Parcels A and/or B on the Baseline Map and may include the following Permitted Structures:

One (1) caretaker’s house near Hopkins Family Cemetery;

One (1) hunting lodge; and

Agricultural buildings (e.g., barn, shed, utility building).

Related structures (e.g., garage, storage building, well, pump house, dog kennel) within the Development Areas, with the permission of the **Grantee**.

Except as provided in *Sections 4(E)(1)(a)&(b)* above, no other residential structures shall be permitted. No impervious paving to these structures shall be permitted. Permitted Structures may be repaired, reasonably enlarged and replaced in their same locations. Permitted Structures must be located on the Property in such a manner as not to negatively impact that public scenic enjoyment of the Property allowed in this Easement. All Permitted Structures and their locations must receive approval from the **Grantee** prior to construction.

Minor structures intended or used for scenic viewing, bird watching, fishing, hunting (e.g., deer stands and duck blinds), or wildlife observation and feeding, are expressly permitted and are not included in the Development Areas restrictions and limitations herein; provided, however, **Grantee** shall be notified of their construction.

Natural Habitat, Wildlife and Wildlife Habitat Management. The right to engage in the following activities on the Property, in accordance with the then-current, generally accepted, scientifically-based standards and practices recommended by the U.S. Cooperative Extension Service, U.S. Natural Resources Conservation Service, or other government or private natural resource conservation and management agencies then active:

Natural Habitat Management. Management of habitat in its natural state, including the controlled burning of field and forest brush, the stocking, maintenance and enhancement of natural waters, pools, green tree reservoirs and creeks, and the planting of native species; and

Wildlife and Wildlife Habitat Management. Management of wildlife and wildlife habitat, including non-commercial hunting and fishing activities.

Conservation, Preservation and Mitigation Programs. The right to engage or participate in conservation, preservation and mitigation programs existing now or permitted in the future with regard to any activity or use permitted (or restricted, as the case may be) on the Property under this Easement, including but not limited to credits or other benefits, including but not limited to endangered species credits, water quality credits, wetland mitigation and/or ground water credits. Such participation shall be subject to approval of the **Grantee** and consistent with the Conservation Interests herein.

Agriculture and Silviculture. The right to engage or participate in the following uses and activities on the Property:

Farming, Agriculture and “Agricultural Use(s).” Farming and agriculture [collectively referred to as “Agricultural Use(s)”] defined and described as follows:

“Agricultural Use(s)” is defined as the commercial cultivation, production (organic and conventional), planting, gathering, harvesting, storage, sale, distribution or retail marketing of crops, including but not limited to field and grain crops, rice, indigo, fruits and citrus, horticultural specialties, trees and timber.

“Agricultural Use(s)” is further defined to include agricultural practices such as (i) the pasturing, grazing, feeding, breeding and raising of livestock; and (ii) the breeding and raising of bees and the harvesting and sale of honey. The use of agrichemicals, consistent with Federal and State law, in connection with the aforesaid Agricultural Use(s), including but not limited to, noxious weed control, chemical fertilizers, herbicides, pesticides, fungicides and rodenticides, will be permitted, but only in those amounts and with that frequency of application necessary to accomplish agricultural activities permitted by the terms of this Easement and only in accordance with label instructions; *provided, however*, no use of agrichemicals will be made if such use would result in (i) unlawful contamination of any source of water, (ii) any significant impairment of any natural ecosystem or process on the Property, or (iii) violation or breach of federal, state and local statutes and regulations or the Conservation Interests, limitations and restrictions provided in this Easement.

Silviculture. Silvicultural uses and activities and the management of timberland in order to establish and maintain healthy stands of commercially viable trees (“Silviculture”) shall be permitted on the Property, including but not limited to tree farming, the planting, harvesting, timbering, cutting and selling of pine and hardwood trees, and the maintaining of logging roads and logging decks. Grantor reserves the right to timber, cut, harvest and sell any tree, in accordance with applicable county, state, and federal regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is

necessary to prevent further such damage or personal injury, or when a Permitted Structure is in danger. There shall be no timbering within one hundred fifty (150) feet of either side/bank of both courses of Myers Creek in Parcels B and C, as indicated on the Baseline Map as the “Vegetated Buffer;” provided, however, such timbering shall be allowed as may be reasonable and necessary to construct and maintain the Public Trail described in Section 3 (E) herein.

Conservation Plan. All agricultural and silvicultural uses and activities on the Property shall be conducted in a manner consistent with a conservation plan prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service, or its successor, or by a qualified conservation professional approved by the Grantee. This plan shall be provided to the Grantee and updated 1) at least once every ten (10) years, 2) any time the basic type of agricultural or silvicultural operation changes, or 3) ownership of the Property changes. **Grantor** and **Grantee** recognize that changes in agricultural technologies, including accepted management practices, may result in an evolution of agricultural activities; and such changes shall be permitted as long as they are consistent with federal, state and local laws, and the perpetual protection of the Conservation Interests described in this Easement.

Historical, Archeological and Paleontological Activities. The right to engage in the following activities on the Property:

Historical Study and Preservation. Research, study, restoration and preservation of historically important land areas or historic sites.

Archeological and Paleontological Study and Preservation. Excavation, digs, research, study and preservation of significant archeological and paleontological sites; *provided, however,* all such excavation, study and preservation shall be conducted in accordance with the prevailing acceptable standards and principles of the science and profession of archeology and paleontology; *provided further,* any archeological or paleontological site shall, upon completion of any excavation, be returned to, or as close as possible to, its previous state, unless the site is to be maintained in an excavated condition for interpretive purposes related to education. Archeological or paleontological structures, artifacts, fossils and objects excavated or discovered on the Property shall be preserved and retained on the Property or shall be transferred, conveyed, sold or donated to a recognized and accredited museum or educational institution. **Grantor’s** transfer, conveyance, sale or donation of personal property (other than archeological or paleontological structures, artifacts, fossils and objects) excavated or discovered on the Property, including objects and items of a financial nature, such as jewelry, china, silverware, coins, bullion and other forms of legal tender, shall be permitted; *provided, however,* such personal property, objects and items of a financial nature shall remain the property of **Grantor** until transferred, conveyed, sold or donated.

Necessary, Incidental and Compatible Uses and Activities. The right to engage in uses and activities on or adjacent to the Property, which are necessary, incidental to or compatible with the Conservation Interests described in this Easement, including but not limited to, the following:

Ordinary Maintenance. Repairing and performing ordinary maintenance on the structures, access/entry ways, passageways, logging roads and roadways existing, described, designated, contemplated and permitted under this Easement, without notification to or approval of the **Grantee**; and if any such structure or way shall be destroyed by fire, weather, act of God or neglect, it may be rebuilt upon notification to the **Grantee** and maintained substantially in accordance with the dimensions existing at the time of such destruction and at the same location;

Certain Structures, Sites, Facilities and Supportive Elements. Landscaping, designing, building and erecting, repairing, clearing, eliminating, restoring, replacing and maintaining and providing structures, sites, wells, utilities, facilities and supportive elements, including tree/hedge/fence rows noted on the Baseline Map, as well as the following existing or future structures, areas/sites and facilities on or adjacent to the Property:

Use of Hopkins Family Cemetery Trust Property. Hopkins Family Cemetery Trust (“HFCT”) property adjacent/contiguous to the Property in this Easement shall be used in accordance with Section 501(c)(13) of the Internal Revenue Code; and the driveway/roadway over and through Parcel A of this Easement, from Back Swamp Road, through the HFCT property and thence through Parcels A and B (the “Protected Property Access/Entry”), shall be used to provide access to/from the HFCT property as well as access to/from Parcels A, B and C, as illustrated in the Baseline Map (See also *Section 3(D)* of this Easement);

Fences, Walls, Gates, Entrances and Exits. Fences, walls, gates, entrances and exits, including private fences, brick walls, hedges, lanes, gateways and entrance and exit ways;

Landscaped Areas and Sites. Gardens, orchards, terraces and other landscaped areas and sites, together with the maintenance and improvement (*e.g.*, mowing, pruning, trimming, gardening, etc.) of landscaped areas and sites as shall be necessary;

Mulch, Fertilizer, Fill Material and Soil Areas. Not more than three (3) mulch, fertilizer, soil amendments such as lime, fill material, and soil areas or sites on the Property which are intended to and shall provide a location for depositing, storing or housing fill or roadway materials, soil or amended soil, minerals, fertilizers and soil nutrients for general use on the Property, *e.g.*, repairing roads, causeways and dams, and establishing and maintaining landscaped and gardened areas and sites

used for non-commercial purposes; *provided, however*, the aforesaid materials, soil areas and/or sites shall not exceed in the aggregate a “ground/foundation footprint” greater than 15,000 square feet and such areas or sites must be located in the rear of the Property so as not to negatively impact the public’s scenic enjoyment of the Property;

Signage. Signage indicating the historic, cultural, recreational, agricultural or natural significance of the Property, including its protection under this Easement; and signage giving directional, informational, educational and safety information; *provided, however*, signs shall be placed so as to minimally impact the scenic view as seen from any public roadway; *provided further*, there shall be no billboards or other off-site advertising on the Property;

Supportive Elements. Supportive elements necessary or incidental to the reasonable, orderly and safe access to and transit on, over or through the Property, or which provide or enhance supportive safety, security and services to or for the benefit of the Property; *provided, however*, such elements shall be limited to the following:

Access and Transit Ways. Pervious access and transit ways, entranceways, gateways, passage-ways, driveways, roads, logging roads, roadways, logging decks, parking areas and related structures, including the Protected Property Access/Entry over and through Parcel A from Back Swamp Road to and through the property of Hopkins Family Cemetery Trust, (collectively referred to herein as “Access Ways”) shall be permitted to provide for reasonable, orderly and safe access to and transit over, through and upon the Property by automobiles, service vehicles, trucks, tractors, farm machinery and equipment;

“Low Impact” Access and Transit Ways. Pervious/permeable small vehicular and pedestrian walking/foot paths, biking paths, jogging paths, equestrian paths and related structures shall be permitted to provide for orderly and safe access to and transit over, through and upon the Property in connection with “low impact,” non-commercial, recreational and outdoor activities, including but not limited to walking, jogging, biking and horseback riding, as well as the operation and use of small electric and gasoline-powered vehicles and carts.

Conservation Construction Activities on the Property. Conservation construction activities, including but not limited to the following: (i) protecting, preserving, restoring, enhancing and improving natural watercourses, pools

and green tree reservoirs to sustain and increase fish, waterfowl, other wildlife and wetland-dependent flora and fauna; (ii) maintaining, grading and stabilizing existing access roads, logging roads and existing logging decks and other open spaces and cultivating same to provide food plots and habitat for wildlife; *provided, however, Grantor* shall (i) incorporate conservation practices in connection with construction activities that are consistent with the Conservation Interests of this Easement and (ii) immediately after construction activities, any of the Property disturbed by construction activities shall be restored to a condition or state that is better than or at least reasonably consistent with its pre-disturbed state and is consistent with the Conservation Interests of this Easement.

Irrigation and Water Management. By utilizing sound irrigation and water management techniques recognized by the Parties as beneficial to agriculture, silviculture, fish, waterfowl and/or wetland-dependent flora and fauna and in order to preserve and enhance the scenic and ecological integrity of the Property, **Grantor** reserves the right to maintain, improve and enhance existing water features and to install and maintain water control structures and irrigation systems, subject to all applicable local, state and federal statutes and regulations; *provided, all such irrigation and water management systems and techniques shall be constructed, maintained and operated in a manner that is consistent with the provisions of Section 4(J)(3) above.*

Consistent and Contemplated Uses and Activities. The right to engage in any and all acts or uses that are not expressly prohibited herein and that are consistent with the perpetual protection of the Conservation Interests of this Easement, including the right to engage in certain uses, activities and transfers, some of which are not presently being conducted but which are contemplated by Grantor for exercise in the future, including but not limited to the following:

Division of the Property. The Property is composed of three parcels designated “Parcel A,” “Parcel B” and “Parcel C” in *Exhibit A* and illustrated in the Baseline Map included therein and attached thereto. Ownership of the Property by **Grantor’s** successors shall be determined in a manner consistent with an equitable reconfiguration, partition or division of the Property; *provided, however, successive ownership shall be such that not more than four (4) parcels comprise the entire Property (i.e., the Property now or formerly constituting all of Parcels A, B and C); provided further, any partition, reconfiguration, division, transfer or conveyance described in this paragraph shall be in accordance with and subject to the covenants, conditions, restrictions and limitations set forth in this Easement, which covenants, conditions, restrictions and limitations shall run with the land in perpetuity and shall be a burden on the Property and any improvements thereon in perpetuity.* At a time of reconfiguration, partition or division of the Property, any reserved rights running to the full property shall be allocated to a specific parcel.

Certain Business Uses and Activities. The term “business” is used herein in the generally accepted context with regard to the production and sale of crops, fruits and vegetables, timber and animals (e.g., horses and cattle). Business uses and activities in connection with the farming, agriculture and silviculture activities described herein shall be permitted; *provided, however*, business uses or activities shall be compatible with local agricultural zoning ordinances.

Inconsistent, Incompatible and Prohibited Uses and Activities.

Residential. Except for the facilities described in *Section 4(E)(1)* and as provided therein, there shall be no other residential structures erected on the Property.

Industrial. The terms “industry” or “industrial” are used in the generally accepted context of heavy, large-scale manufacturing or factory production of goods. There shall be prohibited on the Property all such industrial uses, activities or structures, and access through or upon the Property shall **not** be allowed if such right of passage is used in conjunction with industrial uses or activities on or near the Property.

Confined or Concentrated Animal Feeding Operation. The production operation of animals that concentrates large numbers of animals in relatively small and confined places, and that substitutes structures and equipment (for feeding, temperature controls, and manure management) for open land grazing or feeding, is prohibited.

Landfill. There shall be no temporary or permanent landfills on the Property. The retention, placing or burying of non-biodegradable, unusable or discarded items, including but not limited to glass, plastic, vehicle bodies or parts, metal, junk or any non-biodegradable refuse is prohibited; *provided, however*, biodegradable refuse generated on the Property shall be permitted as long as it is handled and disposed in accordance with federal, state and local policies, laws and regulations.

Mining. Mining, exploration and recovery of oil, gas, natural gas or minerals is prohibited pursuant to Section 170(h)(5)(B) of the Code.

GENERAL COVENANTS.

Grantor’s Warranty of Title. The **Grantor** warrants and represents that **Grantor** is seized of the Property in fee simple and has good right to grant and convey this Easement, that the Property is free and clear of any and all encumbrances, except existing easements of record and prescriptive easements, if any, and that **Grantee** shall have the use of and enjoy all of the benefits derived from and arising out of this Easement, subject to the limitations, conditions and provisions herein.

Grantor’s Environmental Warranty. The **Grantor** warrants that it has no knowledge of a release or threatened release of hazardous substances or wastes on the Property and promises to defend and indemnify the **Grantee** against all litigation, claims,

demands, penalties, and damages, including reasonable attorney's fees, arising from breach of this warranty.

Third Party Uses and Activities. The **Grantor** shall keep the **Grantee** reasonably informed as to uses and activities by third parties [*e.g.*, **Grantor's lessee(s)**] with regard to the Property. The **Grantor** shall see that third parties are fully and properly informed as to the covenants, restrictions and limitations contained in this Easement with regard to contemplated third party uses and activities.

Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle **Grantee** to bring any action against **Grantor** for any injury to or change in the Property resulting from causes beyond **Grantor's** control, including, without limitation, fire, hurricane, flood, storm and earth movement, or from any prudent action taken by **Grantor** under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

No Public Access. No right of public or any other access to any portion of the Property is or shall be contemplated or conveyed by this Easement, other than the following: (i) the potential access as provided in *Section 3(E)* herein; and (ii) such access as shall be reasonably necessary for **Grantee** to monitor compliance with this Easement.

Costs, Liabilities and Taxes. **Grantor** retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including but not limited to, clean up or remediation costs due to chemical contamination and the maintenance of general liability insurance coverage.

(G) Extinguishment and Proceeds; Condemnation.

(1) Extinguishment. If a subsequent unexpected change in the conditions surrounding the property that is the subject of the donation herein can make impossible or impractical the continued use of the property for conservation purposes, the conservation purposes can nonetheless be treated as protected in perpetuity if the restrictions contained herein are extinguished by judicial proceeding and all of the donee's proceeds (determined under the paragraph immediately following this) from a subsequent sale or exchange of the property are used by the donee organization in a manner consistent with the conservation purposes of the original contribution. If sufficient funds are not available for **Grantee** to be paid its entire proportionate share out of the proceeds, or if for any other reason **Grantee** is not paid its entire proportionate share, **Grantee** has the right to recover such deficiency (including the right to record a lien to secure its recovery of such deficiency) from the record owner of the Property at the time of such sale. In the event of extinguishment of this Easement in whole or in part, the provisions of this paragraph shall survive such extinguishment. [*See generally*, Treas. Reg. Section 1.170A-14(g)(6)(i).]

(2) **Percentage Interest in and Proportionate Share of Proceeds.** For purposes of this paragraph, the **Parties** hereto stipulate that, as of the Effective Date of this Deed, the Easement and the donation of the perpetual conservation restrictions in the Property give rise to a restricted fee interest in the Property, immediately vested in the **Grantee**, and represent a percentage interest in the fair market value of the Property (**Grantee's** percentage interest is referred to herein as **Grantee's** "proportionate share"). The percentage interests of the **Parties** shall be determined by the ratio of the value of the Easement on the effective date of this Deed (determined pursuant to the provisions of Section 170(h) of the Code) to the value of the Property, without deduction for the value of the Easement, on the Effective Date of this Deed. The **Parties** shall include the ratio of those values with the Baseline Documentation of the Property (on file at **Grantee's** offices) and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction in any appeal of the final determination by the Internal Revenue Service. For purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant, and **Grantee's** proportionate share of the fair market value of the Property thereby determinable shall remain constant. [*See generally*, Treas. Reg. Section 1.170A-14(g)(6)(ii).]

(3) **Condemnation.** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, **Grantor** and **Grantee** shall join in appropriate proceedings at the time of such taking to recover the full fair market value (without regard to any diminution in value attributable to the Easement) of the interests in the Property subject to the taking and all incidental or direct damages resulting from the taking. Prior to the payment of any expenses reasonably incurred by the **Parties** to this Easement in connection with such taking, **Grantee** shall be entitled to its proportionate share from the recovered proceeds in conformity with the provisions of *Section 6(G)(2)* herein (with respect to the allocation of proceeds). The respective rights of **Grantor** and **Grantee** set forth in this paragraph shall be in addition to, and not in limitation of, any rights they may have at common law. All such proceeds used by **Grantee** shall be used by **Grantee** in a manner consistent with the Conservation Interests of this Easement as of the Effective Date of this Deed.

(H) **Limitations on Amendment.** If unforeseen circumstances arise, including any change or modification to state or federal laws or regulations especially as they relate to the Code, under which an amendment to, or modification of, this Easement would be appropriate to clarify any ambiguities or to maintain or enhance the Conservation Interests herein, **Grantor** and **Grantee** may, by mutual written agreement, jointly amend this Easement; provided that no amendment shall be allowed that will adversely affect the eligibility of this Easement as a "qualified conservation easement" under any applicable laws, including §§170(h) and 2031(c) of the Code and the Treasury Regulations thereunder. Any such amendment shall be consistent

with the purposes of this Easement, shall not affect its perpetual duration, shall not permit additional development or improvements to be constructed on the Property other than development or improvements permitted by this Easement on its Effective Date, and shall not have any adverse impact on the perpetual protection of the Conservation Interests herein. **Grantor** and **Grantee** agree to a reasonable consideration of any such proposed amendment, however, neither **Grantor** nor **Grantee** shall be bound to agree to any amendment. Any such amendment shall be recorded in the official land records of Richland County, South Carolina.

- (I) **Benefits and Burdens; Successors and Assigns.** The covenants, terms, conditions, easements, benefits, and burdens of this Easement shall be binding upon and inure to the **Parties** hereto and their respective successors, personal representatives, heirs, and assigns and shall continue as a restriction running in perpetuity with the Property. An owner of the Property shall only be responsible for those violations first occurring on the Property during such owner's ownership, and while still an owner of the Property (although notwithstanding the foregoing, a subsequent owner may also be held responsible for those violations first occurring during another's prior ownership of the Property unless an estoppel or compliance certificate was obtained by such subsequent owner prior to or at the time of the transfer of the Property's ownership to such subsequent owner). In the event of a breach of the terms hereof by the owner or owners of any divided portion of the Property, no owner or owners of any other portion of the Property shall be liable for such breach. Any of the rights herein reserved to **Grantor** maybe exercised by any owner or owners from time to time.

The benefits and burdens of this Easement shall not be assignable by **Grantee**, except and unless (i) if as a condition of any assignment, **Grantee** requires that the terms and conditions of this Easement continue to be carried out in full as provided herein, (ii) the assignee has a commitment to protect and carry out the Conservation Interests herein as well as the resources to enforce the restrictions contained herein, and (iii) the assignee, at the time of assignment, qualifies under §170(h) of the Code, and applicable Treasury Regulations promulgated thereunder, and under State of South Carolina law, as an eligible donee to receive this Easement directly.

- (J) **Transfers; Incorporation by Reference.** **Grantor** agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which **Grantor** transfers any interest in all or a portion of the Property, including, without limitation, a leasehold interest. **Grantor** shall give **Grantee** notice of any change of possession, ownership or control of the Property within thirty (30) days of such change, including without limitation notice of any transfer, lease, or sale of all or a part of the Property. The failure of **Grantor** to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.
- (K) **Communication.** All notices, demands, requests, consents, approvals, offers, statements, and other instruments or communications required or permitted to be given hereunder (individually or collectively "Correspondence") shall be deemed sufficiently given or rendered only if in writing delivered personally, sent by a

nationally recognized overnight courier or sent by United States Postal Service first class certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Grantor:

Theodore J. Hopkins Jr.
141 Edisto Avenue
Columbia, SC 29205

To Grantee:

Chair
Richland County Conservation Commission
2020 Hampton Street
Columbia, SC 29204

Or to such other person or place as a **Party** may designate by Correspondence as aforesaid. Correspondence by mail or overnight courier service shall be deemed given on the date of receipt as shown on the return receipt, or receipt or records of the courier service, as the case may be. In the event any such Correspondence is mailed via the United States Postal Service or shipped by overnight delivery service to a party in accordance with this paragraph and is returned to the sender as undeliverable, then such Correspondence shall be deemed to have been delivered or received on the third day following the deposit of such Correspondence in the United States Mail or the delivery of such Correspondence to the overnight delivery service.

- (L) **Effective Date of Deed and Easement.** This Deed of Conservation Easement shall take effect after the signatures of **Grantor** and **Grantee** have been affixed hereto, properly witnessed and probated, and as of the date the Deed is first recorded in the R.O.D. Office for Richland County, South Carolina, which date shall be and is referred to herein as the “Effective Date” of this Deed and Easement.
- (M) **Recordation.** This instrument shall be recorded by **Grantee** in timely fashion in the R.O.D. Office for Richland County, South Carolina, and **Grantee** may re-record it at any time as may be required to preserve the rights herein.
- (N) **Counterparts.** This Deed of Conservation Easement may be executed in several counterparts and by each **Party** on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall, collectively, constitute a single instrument which will not be effective until executed by all **Parties** hereto.
- (O) **Governing Law.** The interpretation and performance of this Deed of Conservation Easement shall be governed by the laws of South Carolina.
- (P) **Reasonableness Standard.** **Grantor** and **Grantee** shall follow a reasonableness standard and shall use their best efforts to make any determinations that are

necessary or are contemplated to be made by them (either separately or jointly) under this Easement in a timely manner, and shall cooperate with one another and shall take all other reasonable action suitable to that end.

- (Q) **Severability; Liberal Construction.** If any provision of this Deed or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed shall not be affected thereby. Any general rule of construction to the contrary notwithstanding, if any provision in this instrument is found to be ambiguous, an interpretation consistent with the perpetual protection of the Conservation Interests of this Deed shall be favored over any interpretation that would be inconsistent with the perpetual protection of the Conservation Interests herein. This Deed shall be construed and interpreted with the intention of conforming to the requirements of Section 170(h) of the Code and SC Code Section 27-8-10, *et seq.*
- (R) **Baseline Documentation.** The **Parties** agree that the Baseline Map, attached to and made an integral part of **Exhibit A** of this Agreement, together with the information contained in this Easement (all such information referred to collectively as the “Baseline Documentation”) provides an accurate description and representation of the Property and establishes the condition of the Property as of the Effective Date, so that (i) the Conservation Interests of this Deed and Easement are satisfactorily carried out and maintained in perpetuity, and (ii) future uses of the Property are properly monitored in order to ensure compliance with the terms therein and with Treas. Reg. Section 1.170A-14(g)(5). Following execution, the Deed and Easement, including all Exhibits attached thereto, shall be (i) recorded in the R.O.D. Office, Richland County, South Carolina and (ii) retained on file at the **Grantee’s** office. The **Parties** agree that in the event a controversy arises with respect to the nature and extent of **Grantor’s** use of the Property, in order to assist in the resolution of the controversy, the **Parties** may look beyond the Baseline Documentation, if necessary, to other relevant or material documents, surveys, reports and other evidence showing conditions and use of the Property as of the Effective Date of the Easement.
- (S) **Terminology.** All terms used in this Easement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Easement, any Section, Subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

TO HAVE AND TO HOLD, the said Deed and Conservation Easement, unto the said **Grantee** and its successors and assigns forever.

IN WITNESS WHEREOF, **Grantor** and **Grantee** have set their hands to multiple duplicate original copies of this Deed and Easement under seal on the day and in the year evidenced in the Probate below.

WITNESSES:

GRANTEE:

**COUNTY OF RICHLAND
STATE OF SOUTH CAROLINA**

(Witness #1)

By: _____
Its Chairman and Authorized Representative

(Witness #2/Notary Public)

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

Before me, the undersigned notary public, personally appeared the undersigned witness, who, being sworn, deposed and said that (s)he saw County of Richland, State of South Carolina, by the Chairman of the Richland County Council, its authorized representative, sign, seal and accept the foregoing Deed of Conservation Easement, and that (s)he, together with the other witness subscribing above, witnessed the execution thereof.

SWORN to and subscribed before me
this _____ day of _____, 2015

(Witness #1)

Notary Public for South Carolina
My Commission Expires: _____

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EXHIBIT A

THE PROPERTY

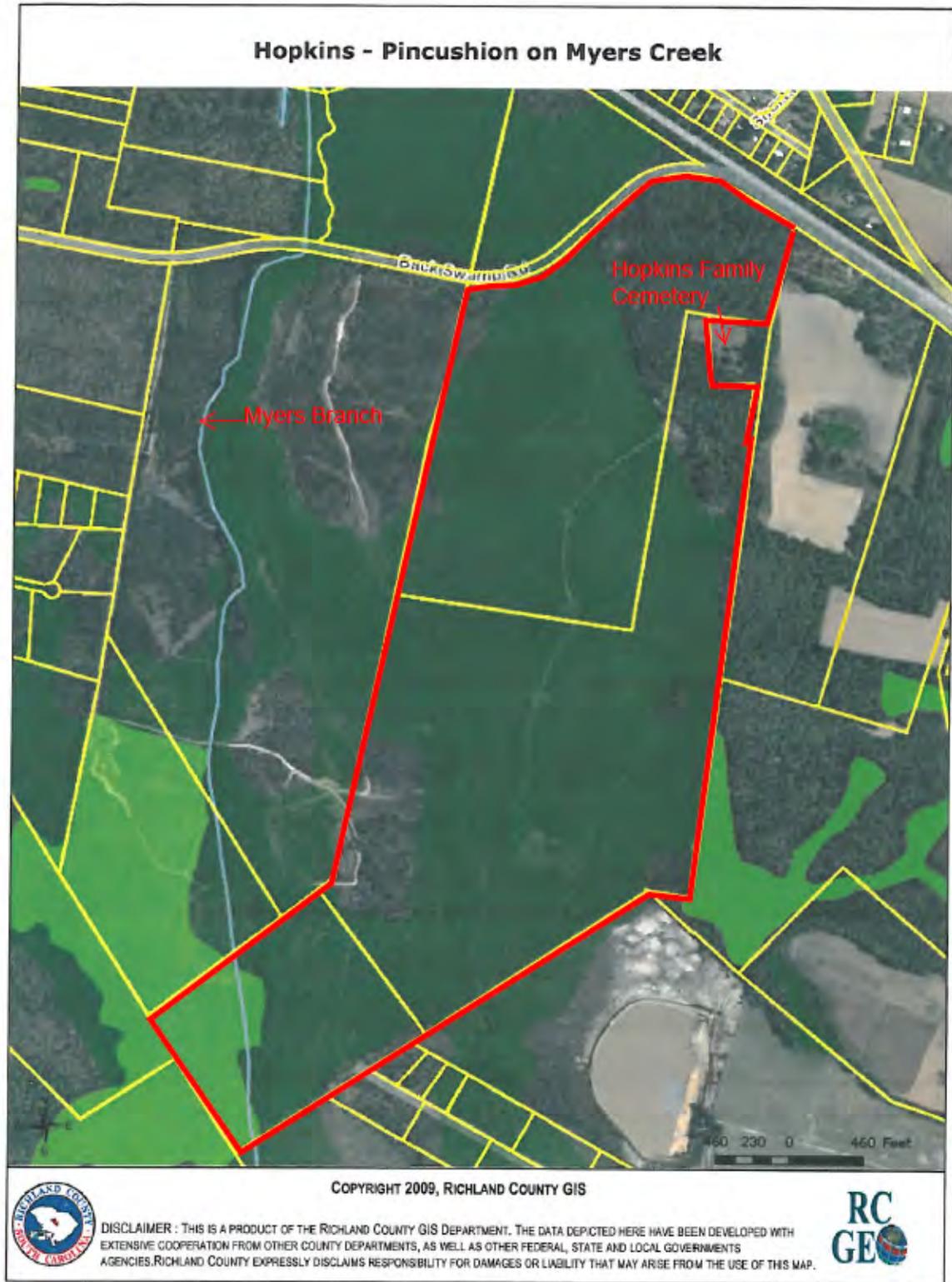
For purposes of this Deed and Easement, the term “Property” is defined as the below described land areas and any improvements thereon owned by Theodore J. Hopkins Jr. (the “Grantor” herein), which land area (i) comprises approximately two hundred and fifty-one (251.0) acres and (ii) is defined as certain tracts of land designated “Parcel A,” “Parcel B” and “Parcel C” as illustrated on the attached map of conservation easement prepared by Michael R. Mills, P.L.S., of Glenn Associates Surveying, Inc., dated _____, 2015, captioned “The Pincushion on Myers Creek” and further designated “Map of Conservation Easement for Theodore J. Hopkins Jr.”, which map is referred to in this Easement as the “Baseline Map” and is attached to and made an integral part of this Exhibit A. The Property is further described as follows:

- Parcel A Est. 78.7 acres, which is a portion of Richland County Tax Map No. 21600-04-02, and which may be further described by reference to pertinent deeds and plats.

- Parcel B Est. 125.4 acres, which is a portion of Richland County Tax Map No. 21600-04-05, and which may be further described by reference to pertinent deeds and plats.

- Parcel C Est. 46.9 acres, which is a portion of Richland County Tax Map No. 21500-01-30, and which may be further described by reference to pertinent deeds and plats

- Total: Estimated 251.0 acres



Richland County Council Request of Action

Subject:

Amending Section 2-261, Geographic Information System (GIS), so as to eliminate the fees for GIS data

September 22, 2015 – The Committee recommended that Council deny this request.

Richland County Council Request of Action

Subject: Amending Section 2-261, Geographic Information System (GIS), so as to eliminate the fees for GIS data

A. Purpose

County Council is requested to approve an ordinance to amend Section 2-261, Geographic Information System (GIS); so as to eliminate the fees for GIS data.

B. Background / Discussion

The Richland County GIS program was initially proposed as a multi-agency collaborative program. However, upon preparation of a budget, the other agencies did not agree to participate. Therefore, GIS data development was initiated using funds from a capital bond issued in the late 1990s. In September of 2000, County Council directed staff to develop a cost recovery plan to mitigate GIS data development costs while complying with S.C. FOIA. Council also directed staff to accommodate local access to data via the internet, provide data to all contracted activities (Richland County contractors and vendors), provide for waiver or reduction of fees by Administration, and collection of reproduction costs for FOIA while discouraging data use by those seeking an undue subsidy for commercial purposes. From this direction, Section 261 of Chapter 2 was enacted in November of 2000.

As counties across America searched for ways to address the costly development of GIS data, private companies were finding great success in requesting this data from counties and reselling them back to governments and the private sector. As a result, in 2008, Horry County had to defend its right to GIS data in the S.C. Supreme Court (*Seago v. Horry County*) through U.S. Copyright protection. After County Council was briefed on the pending litigation at the 2007 Council Retreat, staff was directed to follow Horry County and submit its GIS data for U.S. Copyright Protection. Staff complied and Richland County successfully received copyright protection of its GIS data. In following Horry County, the difference between data and information was noted and Council affirmed the legitimacy of Section 2-261 (to provide for freedom of information requests, but insisting on licensing GIS data for commercial use). From experience, the most requested and licensed GIS data are property parcel boundaries. Delivery of this data is only completed after the requestor signs a Richland County licensing agreement with the understanding that the County retains all right to its authoritative data.

C. Legislative/Chronological History

On May 5, 2015, a motion was made by the Honorable Seth Rose “to amend County Code section 2-261 – Geographic Information System, Item (d) 1-5 to eliminate the fees for GIS data.” This motion was sent to County Council’s Administration and Finance Committee for recommendation.

D. Financial Impact

There would be a loss of revenue to the County if fees for GIS data were eliminated. The revenue received for GIS data for the Fiscal Years July 1, 2004 through June 30, 2014 was a total of \$396,087.

E. Alternatives

1. Approve the ordinance to eliminate the fees for GIS data. Elimination would be expected to result in:
 - Loss of revenue, as shown above.
 - Expected significant increase in both volume and frequency of GIS data requests from for-profit companies from around the world.
 - Expected decrease in the small 5-person GIS team’s capacity to assist county departments in using GIS to improve citizen services.
 - Loss of GIS team productivity as the small 5-person GIS team devotes more time to data requests from for-profit companies, worldwide, than to actual Richland County projects.
 - Expected increase in expensive GIS contracts due to the county’s GIS projects needing to be outsourced to the private sector since the small 5-person GIS team would be consumed by GIS data distribution, worldwide.

2. Do not approve the ordinance to eliminate the fees for GIS data. Retaining the fees would:
 - Retain a GIS revenue stream.
 - Allow the county’s small 5-person GIS team to continue its current level of productivity while working on actual Richland County GIS projects instead of primarily creating CDs for private sector companies and other organizations, worldwide.
 - Allow the county’s small 5-person GIS team to retain its current capacity to assist county departments in using GIS to improve citizen services.
 - Maintain the current level of outsourced GIS contracts and maintain an appropriate oversight by an expert GIS staff member over any outsourced contract.
 - The primary purpose of Richland County GIS data and the GIS personnel would continue to focus on Richland County GIS projects and citizen services instead of servicing the GIS data needs of other countries, other states, and the private sector, worldwide.

F. Recommendation

It is recommended Council approve the ordinance to eliminate the fees for GIS data.

Recommended by: Honorable Seth Rose
Department: County Council - District 5
Date: May 5, 2015

G. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 5/15/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a policy decision for Council. Based on the current practice, the revenue stream is immaterial to the total County funding however the decision may have several non-financial implications.

Information Technology

Reviewed by: Janet Claggett

Date: 7/23/15

Recommend Council approval

Recommend Council denial

The loss of revenue is not the primary concern of the IT Department. However, removing the GIS fees would result in an increase in cost and also a significant negative impact on the overall operations of the small 5-person GIS team. The negative impact would manifest itself in three major ways. Please see below.

1. Significant increase in both volume and frequency of GIS data requests, worldwide.

The IT Department has received GIS data requests from for-profit companies in Canada and Western Europe. The usual intent of these companies is to get GIS data from counties for free and then resell it. The IT Department has also received GIS data requests from for-profit companies from many states in the US, as far away as California. The intent of these domestic companies is the same as the foreign companies, which is to get GIS data from counties for free and then resell it. The GIS licensing fees have served as a successful throttle against a predictable onslaught of GIS data requests if such fees were to not exist. When lobbying policymakers for free GIS data, these companies usually do not disclose to their audience that they are not asking for a one-time data distribution. Many of these companies want frequent data distributions, sometimes even weekly distributions. Even the local companies in the Midlands often want a recurring data distribution as opposed to just once. And all of these companies want to dictate the frequency for their own GIS data distribution, no matter whether they are foreign, national, or local companies. Eliminating the GIS licensing fees would definitely result in a huge increase in both volume and frequency of GIS data requests, worldwide.

2. Loss of GIS team productivity:

If more GIS staff resources of the small 5-person GIS team need to be dedicated to distributing free GIS data to for-profit companies, then fewer GIS staff resources would be dedicated to Richland County GIS projects. The GIS team would have less time to work on important projects to improve Richland County and citizen services. Consequently, more Richland County GIS projects would need to be outsourced to more expensive and potentially less accountable private sector companies. Our talented yet small 5-person GIS team has worked on many important projects that other counties have outsourced. A few project examples are: AVL, City/County E911, ESD, Economic Development., Owens Field Airport, Public Works, Planning & Development Services, Animal Care, City/County public bus routing, etc. Many counties must outsource such projects because they do not have the same level of highly skilled GIS personnel as does Richland County. Currently Richland County's small 5-person GIS team already devotes about 20% of its staff time (one person out of five) to respond to GIS data requests under the current GIS licensing ordinance. If the GIS fees are eliminated, a crucial throttle would also be eliminated, and GIS data requests would be expected to soar, and at a more fervent frequency.

3. More mission critical GIS projects would need to be outsourced to contractors:
If GIS licensing fees are eliminated, resulting in more GIS staff resources devoted to servicing the GIS data needs of local and global for-profit companies, a major cost increase should be expected because more Richland County GIS projects would need to be outsourced to expensive contractors in the private sector. If funding were not available for contractors, then the county should expect some important GIS projects to not get done at all or to be severely delayed. When comparing Richland County GIS with other counties, this should be included as an important parameter for comparison. It is important to consider whether those other counties outsource their mission critical GIS projects or whether those other counties have a GIS team who have the available time, advanced skills, education, and experience to run a major GIS project internally. It is important to consider whether those other counties have become primarily a data-distribution center to service local and global for-profit companies, or are those other counties actually spending the majority of their GIS staffing resources working on GIS projects to benefit their citizens as well as their own internal operational excellence.

Summary

I recommend Option 2 – do not eliminate the fee. I hope to avoid a significant negative impact on the overall operations of the GIS Division (a small 5-person team). If fees are eliminated, (1) our GIS Division would experience a major increase in both volume and frequency of GIS data requests, worldwide, (2) our GIS professionals would become less productive as more staff time would be devoted to free data distribution to for-profit companies, worldwide, and (3) more mission critical Richland County GIS projects would need to be outsourced to expensive contractors or possibly not get done at all. What is seen in many other counties is that their GIS personnel essentially act as pseudo-employees of for-profit companies, fulfilling the companies' GIS data distribution needs, spending time converting the GIS data to the format required by the companies, and then delivering the data on multiple media formats, on a frequency dictated by the companies themselves. It is not uncommon for these companies to request our GIS team to even perform actual analysis for them, which is something far beyond just requesting data. This would drown our existing small 5-person GIS team. One last issue to be resolved would be Richland County's federal copyright of its GIS data. If fees are eliminated, a decision would need to be made on whether the County intends to forfeit its copyright and relinquish its ownership rights to its GIS data. Finally, it should be noted that the current GIS licensing ordinance allows the County Administrator to waive the fees whenever he/she believes it is in the best interests of Richland County. Therefore, the existing ordinance allows the fees to be waived on a case-by-case basis. This allows GIS fee waivers when appropriate without eliminating an important throttle on a comprehensive and global scale.

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: Tony McDonald

Date: 7/24/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: For the reasons stated above by the CIO/Director of Information Technology, I recommend that the GIS fees not be eliminated. Built in to the ordinance establishing the GIS fee schedule, there is a waiver procedure by which the County Administrator can waive the fees under certain circumstances. I recommend that we continue to rely on the waiver provision to deal with situations that may be unique rather than eliminating the fees altogether.

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE V., COUNTY DEPARTMENTS; DIVISION 8, INFORMATION TECHNOLOGY; SECTION 2-261, GEOGRAPHIC INFORMATION SYSTEM (GIS); SO AS TO ELIMINATE THE FEES FOR GIS DATA.

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 2, Administration; Article V., County Departments; Division 8, Information Technology; Section 2-261, Geographic Information System (GIS); is hereby amended to read as follows:

(a) The purpose of the county's geographic information system (GIS) is to furnish various county departments with tools to measure, model, and map data regarding geographically related phenomena. While data, in and of itself, cannot assist in making decisions or policy, the information created from such data is a valuable tool in executing county business. As a work product, the data will be used to produce thematic information that can be combined to assist county personnel in the decision-making process.

(b) GIS data will be continuously updated and improved as technology and county capabilities improve. The county council understands that to sustain the county's utility and effectiveness, data must be maintained. ~~The county council also recognizes that the nature of accurate local data and the potential of GIS are reflected in the value of spatial data to entities other than Richland County. Thus, to provide for costly maintenance of the GIS and to lessen the burden of annual budget requests, system data elements will be available for purchase pursuant to an established fee schedule. Such fee schedule may be modified as described in subparagraph (d)(3) below.~~

(c) For the purposes of this section, and unless the context specifically indicates otherwise, the following general terms shall have the meanings designated below:

Applicant. Any person who submits a request for GIS products or services.

Customer. Any applicant who executes a contract for GIS products or services, or ~~purchases~~ receives copies of standard system products, custom hard copy system products, digital data, technical assistance, or other products or services.

Data. Recorded quantitative and qualitative observational measurements and facts.

Data steward. The person, or his or her designee, responsible for the maintenance and security of GIS data elements within a particular county department.

Geographic Information System (GIS) is an organized collection of computer hardware, software, geographic data, and personnel designed to efficiently capture, store, update, use, analyze, and display all forms of geographically referenced material.

Information. The result(s) obtained from processing, classifying, or interpolating data.

Open records. Standard system products as defined herein and non-digital source documents.

Standard system products. Paper products generated from GIS databases for internal use and for the purpose of meeting requests submitted under current state law concerning open records.

~~*Subscriber.* Customer who purchases GIS service or products on a regular, frequent, and on-going basis.~~

(d) *Data and information distribution.*

- (1) Information derived from the county GIS and presented in a geographic context may be made available to the public via the Internet. Furthermore, standard system products will be made available on digital media or, if requested, in hard copy pursuant to S.C. Code 1976, § 30-4-30, as amended.
- (2) All GIS-related data requests must be approved by both the data steward of the department in possession of such data and the GIS division of the information technology department. Once approved, the GIS division is responsible for filling the request. All GIS data customers must enter into a non-transferable data license agreement with the county. Each license agreement shall identify limitations in the use of county GIS data and shall indemnify and hold harmless Richland County, its elected officials, officers, agents, and employees from loss, damage, or other liability arising from the use of the data.
- (3) ~~No A fee shall be collected from customers for copies of GIS data, except for the cost of staff time and materials. An initial fee schedule of individual data elements will be reviewed by county council. The fee schedule will include a description of each thematic data element to be sold, distribution format, file format, and unit pricing information. The county administrator, as necessary, may update the fee schedule. Regardless of changes in data product fees, a county GIS data fee schedule will be submitted annually to the county council as an informational update. For good cause, the county administrator may waive or reduce fees for GIS data when such actions result in serving the best interest of the county.~~
- (4) ~~Customers requesting data on a regular basis may request to receive data at a subscription rate, but must enter into a non-transferable data license agreement with the county.~~
- (5) ~~All GIS-related information constituting a public record, as defined by S.C. Code 1976, § 30-4-20, as amended, may be provided at no charge via Internet access or at a minimal charge if such information is in digital or hard copy format. The minimal fees for digital or hard copy public record information shall be included in the approved fee schedule.~~

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:

Accommodations Tax Grant Reallocation for a Book Festival

September 22, 2015 – The Committee recommended that Council approve reallocating an Accommodations Tax Grant in the amount of \$9,800, awarded to the Humanities Council SC for the South Carolina Book Festival, to One Columbia for Arts and History for their Deckle Edge literary festival.

Richland County Council Request of Action

Subject: Accommodations Tax Grant Reallocation for a Book Festival

A. Purpose

County Council is requested to approve reallocating an Accommodations Tax Grant in the amount of \$9,800, awarded to the Humanities Council SC for the South Carolina Book Festival, to One Columbia for Arts and History for their Deckle Edge literary festival.

B. Background / Discussion

Richland County awarded the Humanities Council SC an Accommodations Tax Grant for FY16 in the amount of \$9,800 for the South Carolina Book Festival. The Humanities Council recently announced that they would no longer be hosting the South Carolina Book Festival and informed County staff that they will not be accepting the FY16 Accommodations Tax Grant.

One Columbia for Arts and History has brought together a group of leaders in the literary community in Richland County to redevelop a new book festival to take the place of the SC Book Festival. One Columbia for Arts and History has a history of facilitating arts and cultural activities with partners in the City of Columbia and in Richland County. The organization is a 501(c)3 non-profit that serves in the role of an office of cultural affairs and promotes arts and cultural events with the goal of increasing tourism to the area.

One Columbia for Arts and History is requesting County Council to reallocate \$9,800 in Accommodations Tax Grant funds that were allocated to the Humanities Council SC for the South Carolina Book Festival to One Columbia for Arts and History for their Deckle Edge literary festival. A deckle edge is a type of rough cut edged paper used in the book trade. Often, the deckle edge is a signifier of a nicer book, as it costs publishers a bit more to add that feature on to the book. One Columbia came up with this name to give their event more uniqueness, and look to growing the event in the future so that it's not necessarily tied with a specific locality like Columbia or South Carolina and that it might draw visitors from around the Southeast and the Nation. It's similar to how other book and literary festivals brand themselves like Bookmarks (in Winston-Salem, NC) or Litquake (California).

The Accommodations Tax grant funds will support the inaugural Deckle Edge literary festival to be held in Columbia in February of 2016. The weekend literary festival and related programming seeks to continue and expand upon the tradition of the former South Carolina Book Festival. While they will be offering programming similar to that of the SC Book Festival, they are also introducing new programming to attract a broader audience and forge new bonds within Richland County and throughout South Carolina. A detailed description of their literary festival is attached.

C. Legislative / Chronological History

Council has previously approved Accommodations Tax funding to the Humanities Council in past years, including FY16, for the SC Book Festival.

D. Financial Impact

The financial impact of reallocating the Accommodations Tax Grant funds to One Columbia is \$0, as the \$9,800 was approved during the FY16 budget process as an Accommodations Tax Grant to the Humanities Council SC for the SC Book Festival.

Book Festival	\$9,800
Total	\$9,800.00

An Accommodations Tax Grant application for One Columbia for Arts and History for their Deckle Edge literary festival is attached, which provides a detailed budget narrative. (That thing is SUPER blurry. Please fix.)

If, however, Council chooses to *not* reallocate these funds, \$9,800 will revert to the Accommodations Tax fund balance.

E. Alternatives

1. Approve the request to reallocate \$9,800 in Accommodations Tax Grant funds that were allocated to the Humanities Council SC for the South Carolina Book Festival to One Columbia for Arts and History for their Deckle Edge literary festival.
2. Do not approve the request to reallocate the \$9,800 in Accommodations Tax Grant funds that were allocated to the Humanities Council SC for the South Carolina Book Festival to One Columbia for Arts and History for their Deckle Edge literary festival. These funds will revert to the Accommodations Tax fund balance.

F. Recommendation

This is a funding policy decision for Council.

Recommended by: Brandon Madden
Department: Administration
Date: 9/8/15

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: 9/14/15
 Recommend Council approval Recommend Council denial

Comments regarding recommendation: Request is a funding decision at the discretion of Council.

Legal

Reviewed by: Elizabeth McLean Date: 9/15/15
 Recommend Council approval Recommend Council denial

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

Administration

Reviewed by: Roxanne Ancheta Date: September 16, 2015
✓ Recommend Council approval Recommend Council denial

Comments regarding recommendation: While this is a policy decision of Council, the event is almost identical in nature as to what Council approved for the Humanities Council SC (ie, a book festival); the requesting agency is a 501(c)3; and the cost impact is neutral, as it would be a reallocation of currently appropriated funds. One Columbia for Arts and History has submitted an application outlining the event, and, if funds are received, must report its tourism outcomes, as do all other Accommodations Tax recipients. Therefore, it is recommended that Council approve this reallocation request.



ACCOMMODATIONS TAX GRANT APPLICATION

Funding for FY2016 (July 1, 2015 – June 30, 2016)

Due: **Monday, March 2, 2015**

INCORPORATION DATE:

FEDERAL ID#:

ORGANIZATION:

ORGANIZATION ADDRESS:

CONTACT:

TITLE:

PHONE:

EMAIL:

MISSION STATEMENT:

PROJECT TITLE:

TOTAL AMOUNT REQUESTED: \$

TOTAL PROJECT COST: \$

PROJECT START DATE:

PROJECT END DATE:

ESTIMATED TOTAL ATTENDANCE:

ESTIMATED TOURISTS:

TOTAL ESTIMATED ROOM NIGHTS:

TOTAL ESTIMATED MEALS:

DESCRIBE METHODS USED TO DETERMINE THE NUMBERS ABOVE: (Include if the room nights and meals will be in the incorporated or unincorporated areas of the County)

PROGRAM LOCATION(S)

DOES YOUR PROJECT REQUIRE PERMITS?

YES

NO LIST THOSE REQUIRED:

PROJECT DESCRIPTION (Add up to one additional sheet, if needed):

BENEFIT TO TOURISM:

BENEFIT TO COMMUNITY AND RICHLAND COUNTY:

MANAGEMENT CAPABILITY TO MAKE THIS PROJECT SUCCESSFUL:

OUTLINE PROJECT MARKETING PLAN AND TOURISM TRACKING MECHANISM:

Attach the following REQUIRED documents to your application. Incomplete applications will not be evaluated. See Guidelines for more detail.

1. Budget and grant narrative detail (Budget/Narrative form is below)
2. 501 c 3 determination letter from IRS confirming nonprofit status
3. Confirmation of current registration as a charity with the SC Secretary of State's Office
4. List of current organization board of directors
5. Organization's most recent 990 tax form

Executive Director Signature: _____ Date:

Board Chairman Signature: _____ Date:

ACCOMMODATIONS TAX GRANT BUDGET

List the expenses for your project below. Add expense categories in the blank lines below, if needed and consult the guidelines for eligible expenditures.

Expense Category	County A-Tax Request	Other Sources	Total
Advertising/Marketing/Promotion			
Municipal Services/Security			
Entertainment/Speakers/Guest Artists/Instructors			
Total			

List the income sources for your program/project below. Include the amount requested in this application.

Income Source	Amount	Pending/Received
FY16 Richland County A-Tax Request		

BUDGET NARRATIVE: Add one additional sheet, if needed. Provide details on how you will spend Richland County A-Tax grant funds. See guideline for instructions.

One Columbia requests Richland County Accommodations Tax funds to support the inaugural Deckle Edge literary festival to be held in Columbia in February of 2016. This weekend literary festival and related programming seeks to continue and expand upon the tradition of the former South Carolina Book Festival. While we will be offering programming similar to that of the SC Book Festival, we are also introducing new programming to attract a broader audience and forge new bonds within Richland County and throughout South Carolina.

The inaugural Deckle Edge literary festival will be held February 19-21, 2016, in Columbia, South Carolina. While the exact location is yet to be determined, we are currently in negotiations with Columbia Metropolitan Convention Center, Historic Columbia, and Township Auditorium as possible venues. We will also host several offsite events at locations such as the Nickelodeon Theatre, Tapp's Art Gallery, and in public schools throughout Richland County.

Deckle Edge will feature readings, book signings, panel presentations, vendors, workshops, and activities for children and young adult readers, just as the SC Book Festival always has. New programming will include, but not be limited to, an event hosted by The Watering Hole: An Online Community Dedicated to Poets of Color, panel discussions on lyrics and songwriting with live musical performances, panel discussions on screenwriting with screenings of short films written by the panelists, public school readings by visiting children's and YA authors, readings by former students of the Tri-DAC Creative Writing Program and other young writers from SC, panels and readings on "Writing War," an event hosted by Poets Respond to Race, a panel and readings of LGBT Southern Poets, panels with editors from literary journals and publishers, literary themed dinners and meet-and-greets with visiting authors, panels on the anatomy of the book, panels on writing comic books and video game narratives, and a literary themed beirgarten and cocktail hour. The vendors' exhibit hall, book signings, panel discussions, readings, and most other events will be free and open to the public. Dinners and a few other off-site events will be ticketed events for fundraising purposes.

The Deckle Edge steering committee is comprised of community leaders from Richland County and professionals in education, publishing, and literary nonprofits. Although the committee was formed only a few weeks ago, we have already secured several nationally recognized authors to participate, including David Axe, Daniel Buckman, Julia Elliott, Ed Madden, Ray McManus, Susan Laughter Meyers, Mark Powell, George Singleton, and Joni Tevis. We are actively courting more participants. Deckle Edge will also host many of the same vendors the SC Book Festival previously hosted, including book publishers, antiquarian booksellers, literary journals, writers groups, and literary nonprofits from South Carolina, the Southern region, and across the United States. Based on numbers from previous years of the SC Book Festival, we expect that 75% of participants, 25% of vendors, and 5% to 10% of festival visitors will come from outside of South Carolina.

While we hope to appeal to a regional and even national audience, Deckle Edge is a community-focused effort. We will be partnering with an extensive network of South Carolina literary organizations, including Hub City Writers Project, The University of South Carolina Press, SC Center for Children's Books & Literacy, Ed Madden and the Columbia Office of the Poet Laureate, South Carolina Poet Laureate Marjory Wentworth, Humanities Council SC, Richland County Public Libraries, The Low Country Initiative for Literary Arts, and Richland County

School District One, among others. Through our distinct programming and the variety and quality of authors we host, we hope to help make Richland County and South Carolina earn greater recognition as a national literary center.

Deckle Edge will use A-Tax Grant funds primarily for marketing and public relations outreach to attract visitors from outside of Richland County. Marketing will include print and online advertising in newspapers and magazines, as well as TV and radio spots, in Columbia and key regional cities such as Charleston and Charlotte, as well as print and trade magazines and websites like *Publishers Weekly*. We also intend to launch an online ad campaign with Litbreakers, an online marketing company that targets readers, writers, publishers, and the national literary community in general. In addition to TV, radio, print, and online advertising, we will also promote Deckle Edge through a range of social media accounts and a new website we hope to launch in the coming weeks. We will also rely on many of the other methods employed by the former SC Book Festival, such as banners in downtown Columbia and billboards in Richland County and key SC cities. As much visitor contact information as possible will be harvested from previous SC Book Festivals, with the help of Humanities SC, for email and direct mail marketing campaigns. Press releases will be sent to regional newspapers and online media, as well as national trade magazines, writers groups, and college and university English and writing programs.

Deckle Edge will track visitors with a brief registration form that visitors will fill out upon entering festival events and a questionnaire that visitors will be encouraged to fill out at events. This information will also be used to send direct mailings and emails to these visitors in the future in hopes that they will return in coming years.

Richland County Council Request of Action

Subject:

Richland County Conservation Department Request to Negotiate Property Purchase/Donation

September 22, 2015 – The Committee recommended that Council approve staff’s request to negotiate the purchase of several acres and the acceptance of a donation of 40 to 60 acres adjacent to the existing County-owned Cabin Branch property for conservation, mitigation and recreational purposes. Staff will bring back a separate request of action to Council for the purchase of the property once the negotiation process is complete.

Richland County Council Request of Action

Subject: Richland County Conservation Department Request to Negotiate Property Purchase/Donation

A. Purpose

County Council is requested to approve negotiations to purchase several acres and accept a donation of an estimated 40 to 60 acres northwest and adjacent to the existing Cabin Branch property for conservation, mitigation and recreational purposes.

B. Background / Discussion

In 2014 Richland County Council approved the purchase of approximately 600 acres along Cabin Branch (see map in Appendix) for conservation, mitigation and future recreational uses. The additional acreage requested contains a portion of a Carolina Bay and excellent access opportunities from Lower Richland Blvd. to the county-owned Cabin Branch tract. The donation portion of the property will allow the County to acquire the acreage at a reduced cost.

The Richland County Conservation Commission (RCCC) has been allowing funds to accumulate in the RCCC Fund established for the purpose of funding acquisitions. County Council approval is required to expend these funds. The RCCC believes the addition of the tract will add access opportunities to county-owned properties, preserve portions of a Carolina Bay, and provide conservation, mitigation and recreational uses in the future. Additionally, the RCCC has started the process to develop a concept plan for the Cabin Branch and other properties to produce a comprehensive framework to establish nature-based and passive recreation in this area. This framework fits in with the Lower Richland Strategic Master Plan adopted in March 2014 to develop a tourism strategy, identify and protect critical natural assets such as river corridors, develop trails, greenways, sidewalks, bike paths, and other areas for passive recreational activities, and encourage economic growth while maintaining the rural character of the land. Part of this framework will be the development of a business plan including capital, operating and maintenance costs for the proposed implementation.

At its August 27, 2015 meeting, the RCCC approved negotiating with and allocating funds for a potential purchase of several acres and a donation by the landowner of some 40 – 60 acres. At this point to determine if an acceptable deal is possible for RCCC to purchase the property with a partial donation, we need County Council approval to negotiate.

C. Legislative / Chronological History

This is a staff initiated request; therefore there is no legislative history.

D. Financial Impact

This information will be discussed in Executive Session as this Request of Action pertains to a contractual matter. Funds are available in the RCCC Capital Acquisition Fund.

E. Alternatives

1. Approve negotiations to purchase several acres and accept a donation of 40 to 60 acres northwest and adjacent to the existing Cabin Branch property for conservation, mitigation and recreational purposes.

2. Do not approve negotiations to purchase with a partial donation 40 to 60 acres northwest and adjacent to the existing Cabin Branch property for conservation, mitigation and recreational purposes.

F. Recommendation

It is recommended that Council approve negotiations to purchase several acres and accept a donation of 40 to 60 acres northwest and adjacent to the existing Cabin Branch property for conservation, mitigation and recreational purposes.

Recommended by: Quinton Epps, Director

Department: Conservation

Date: September 2, 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: 9/2/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation is based on the RCCC approval of the project and that the proposal is consistent with the funding strategy of the fund.

Support Services

Reviewed by: John Hixon

Date: 9/3/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Although the Support Services department recommends approval, it is noted in the background section that “Part of this framework will be the development of a business plan including capital, operating and maintenance costs for the proposed implementation”.

During the FY16 budget process requested new positions and funding was not approved for the Support Services department to add resources to maintain or improve the additional property’s being added to the county inventory of real property’s, so our current resources do not allow for our ability to maintain the addition of any properties so there needs to be a funding plan by RCCC to develop and fund the operation and maintenance of the property if purchased.

Legal

Reviewed by: Elizabeth McLean
 Recommend Council approval

Date: 9/8/15

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett
 Recommend Council approval

Date: 9/9/15

Recommend Council denial

Comments regarding recommendation:

APPENDIX



Richland County Council Request of Action

Subject:

Conservation Department: Reallocation of Grant Funds

September 22, 2015 – The Committee recommended that Council approve the request to reallocate \$26,916 in FY15 funds to the Wiley Kennedy Foundation for pond dam stabilization and trail construction at the Bethlehem Nature Wildlife Area.

Richland County Council Request of Action

Subject: Conservation Department: Reallocation of Grant Funds

A. Purpose

Richland County Conservation Commission (RCCC) requests County Council approve two grant reallocations of \$26,916 in FY15 funds to the Wiley Kennedy Foundation for pond dam stabilization and trail construction at Bethlehem Nature Wildlife Area.

B. Background / Discussion

In FY15 RCCC received only three Community Conservation Grant applications and all were funded. Wiley Kennedy Foundation, a non-profit organization associated with Bethlehem Baptist Church, received a grant to create wildlife habitat, a hiking trail, and nature classroom on a logged-over tract of church-owned property on Whispering Pines Road. An engineering report on the one-acre pond indicated problems with the outlet structure and overflow pipe. The Foundation has received three quotes for the necessary work, all of which exceed available remaining grant funds. Because the pond work is crucial for the safety of this project and knowing there would be left over funds from the other two conservation grants, RCCC approved the reallocation and staff requested Finance Department approve a rollover of \$26,916 from the remaining two conservation grant funds.

The unexpended funds come from the grants to the Barclay School and Gills Creek Watershed Association (GCWA). When the Barclay School received an offer to move the special needs school to Fairfield County in early 2015, they abandoned progress on building a rammed earth nature classroom, leaving a balance of \$19,115. GCWA placed two environmental education/watershed related signs at key locations in the watershed – Sesquicentennial State Park and Cross Hill Market. The third kiosk could not be placed because the property owner changed his mind. A balance of \$7,801 remained in this grant.

C. Legislative / Chronological History

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

D. Financial Impact

There is no financial impact in the RCCC budget, assuming the requested rollover of FY15 funds is approved by the Finance Department. Without the rollover, the project cannot go forward.

E. Alternatives

1. Approve the request to reallocate \$26,916 from FY15 funds from two grant projects to benefit the third grantee, Wiley Kennedy Foundation.
2. Do not approve the request to reallocate funds. This would greatly hinder the Foundation's efforts to restore the degraded land, make the pond safe, and provide a hiking trail and environmental education activities for young and old.

F. Recommendation

It is recommended that Council approve the request to reallocate \$26,916 in FY15 funds to the Wiley Kennedy Foundation for pond dam stabilization and trail construction at Bethlehem Nature Wildlife Area.

Recommended by: Quinton Epps, Director

Department: Conservation

Date: September 2, 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: 9/2/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommend approval but would suggest an alternative three that the project be approved but funded within the current year appropriation level. Historically, the Department has not spent all funds allocated

Grants

Reviewed by: Brandon Madden

Date: 9/3/15

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 9/3/15

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

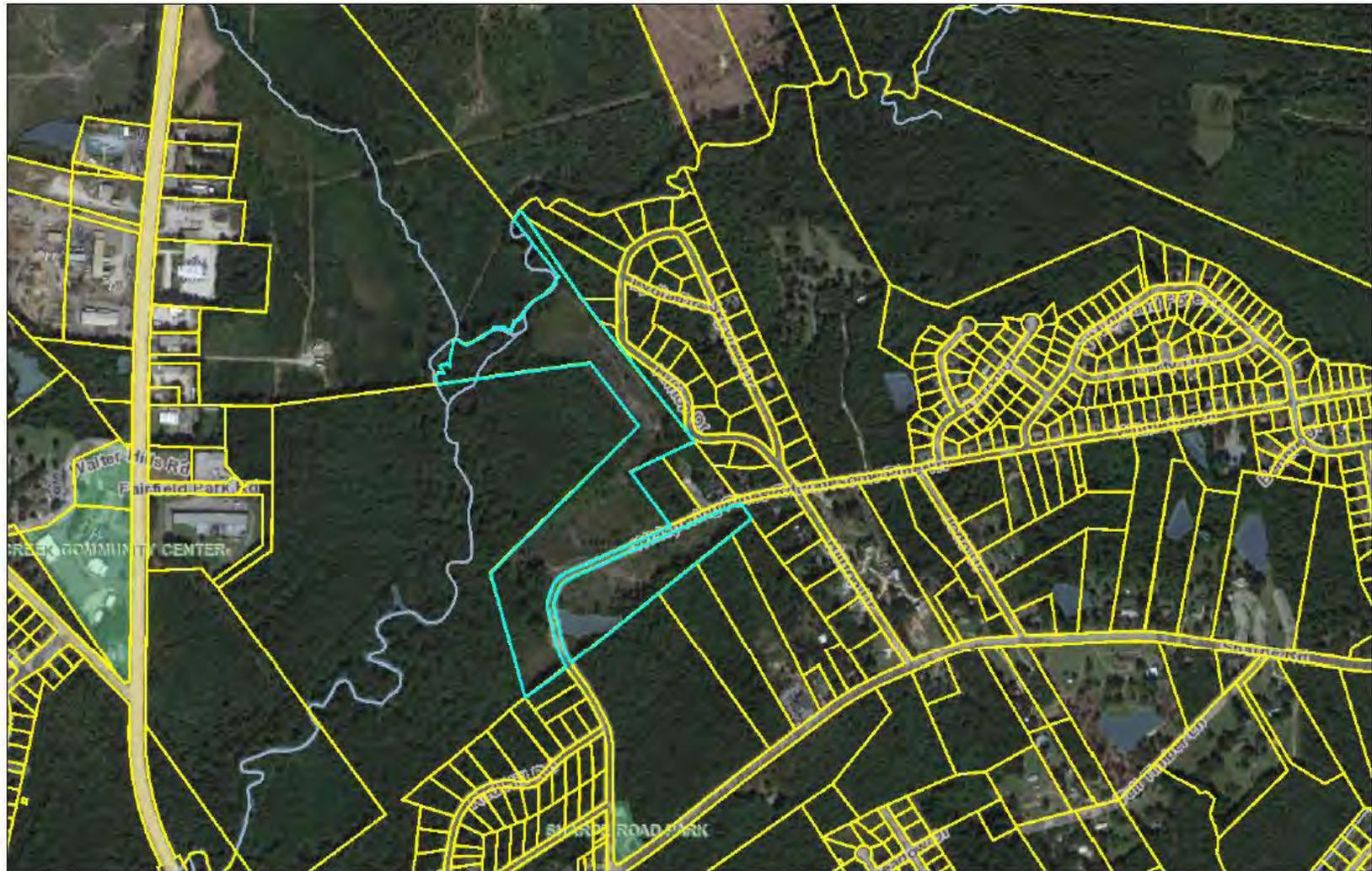
Date: 9/3/15

✓ Recommend Council approval

Recommend Council denial

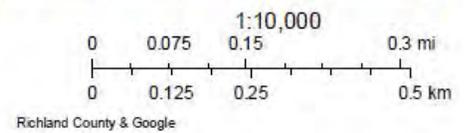
Comments regarding recommendation:

Bethlehem Church Nature Area on Whispering Pines Road



September 2, 2015

- Parcels
- Streams



Me
Copyright 2015

Richland County Council Request of Action

Subject:

Solid Waste - Award of Contract for Solid Waste Engineering Services

September 22, 2015 – The Committee recommended that Council approve staff's request to negotiate and award the on-call engineering contract to Civil & Environmental Consultants, Inc. for solid waste permitting and environmental monitoring services for the County's Landfill complex.

Richland County Council Request of Action

Subject: Solid Waste - Award of Contract for Solid Waste Engineering Services

A. Purpose

County Council is requested to approve to negotiate and award the on-call engineering contract to Civil & Environmental Consultants, Inc. for the purpose of performing SCDHEC (South Carolina Department of Health and Environmental Control) mandated groundwater sampling, analysis and reporting; stormwater design, re-design, sampling and reporting; landfill gas sampling and reporting for our landfill; design, re-design and permitting of new and existing county solid waste management facilities; and general compliance with the Solid Waste Policy and Management Act (“Act”) and promulgated solid waste regulations consistent with the established protocols of SCDHEC.

B. Background / Discussion

All solid waste management facilities from time to time require the use of engineering firms who specialize in solid waste management facility design, permitting and environmental monitoring. The firms necessarily have to know and understand the solid waste and stormwater regulations controlled by SCDHEC and have an understanding of the legal processes established by SCDHEC related to such permitting.

The County Landfill complex consists of 600 acres on which 4 disposal areas are located which require routine monitoring of groundwater and landfill gas; routine monitoring of stormwater. In addition to the aforementioned activities, the selected firm will be asked to modify our existing Class Two landfill and wood chipping/compost permit to be consistent with current operating procedures.

We have reached a stage where we have to plan for the future management of Class Two waste. (i.e., the next disposal option and how that best fits the landfill site.) Having an on-call firm that specializes in solid waste management engineering and environmental monitoring is essential to the continuity of our facility’s operation and future use.

Portions of the services (environmental monitoring) covered under this contract are due to be completed by the end of September per SCDHEC.

C. Legislative / Chronological History

There is no legislative history relative this contract. The work performed is required pursuant to the Act.

D. Financial Impact

The contract is for five years, renewable on a year-to-year basis. The Solid Waste Department has funding available for these services in their FY16 and will have the funding available in their annual budget in the subsequent years as it pertains to this contract.

E. Alternatives

1. Approve to negotiate and award the on-call engineering contract to Civil & Environmental Consultants, Inc. for solid waste permitting and environmental monitoring services for the County’s Landfill complex. The contract is for five years, renewable on a year-to-year basis.
2. Do not approve to negotiate and award the on-call engineering contract to Civil & Environmental Consultants, Inc. for solid waste permitting and environmental monitoring services for the County’s Landfill complex.

F. Recommendation

It is recommended that Council approve to negotiate and award the on-call engineering contract to Civil & Environmental Consultants, Inc. for the purpose of assisting us to meet our state mandated solid waste permitting and environmental monitoring requirements.

Recommended by: Rudy Curtis

Department: Solid Waste

Date: September 29, 2015

G. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 9/9/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Cheryl Patrick

Date: 9/9/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Eight responses were received for this solicitation. Civil & Environmental Consultants, Inc. was deemed by the evaluation team to be the highest ranked proposer. This is a time sensitive matter as per SC DHEC. Procurement recommends Council approve to move forward with negotiating and awarding the On-Call Engineering (OCE) contract to Civil & Environmental Consultants, Inc. for the purpose of assisting Richland County to meet state mandated solid waste permitting and environmental monitoring requirements.

Legal

Reviewed by: Elizabeth McLean

Date: 9/9/15

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Warren Harley

Date: 9/14/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Richland County Council Request of Action

Subject:

Deletion of Chapter 19, Parks and Recreation

September 22, 2015 – The Committee recommended that Council adopt the ordinance, deleting Chapter 19, Parks and Recreation.

Richland County Council Request of Action

Subject: Deletion of Chapter 19, Parks and Recreation

A. Purpose

County Council is requested to consider an ordinance deleting Chapter 19, Parks and Recreation, from the Code of Ordinances in its entirety.

B. Background / Discussion

It has come to the attention of the Legal Department (through Mr. Pearce) that Chapter 19, Parks and Recreation, contains obsolete/inaccurate language which should be deleted from the Code of Ordinances in its entirety. The Chapter contains only three numbered paragraphs (see below) which deal with the creation of the Richland County Recreation Commission, the appointment of the members of that body, and the creation and appointment of the Columbia Music Festival Commission. Per state law (local legislation), these duties and functions belong to the State and not the Richland County Council.

CHAPTER 19: PARKS AND RECREATION*

ARTICLE I. IN GENERAL

Sec. 19-1. The Recreation Commission of Richland County.

There is hereby created the Recreation Commission of Richland County, which shall have a governing body that is appointed by the county council.
(Ord. No. 2061-90, § I, 12-18-90)

Secs. 19-2--19-10. Reserved.

ARTICLE II. RECREATION COMMISSION

Sec. 19-11. Appointive powers of council.

The county council hereby assumes the appointive powers and authority for the membership of the governing body of the county recreation commission, pursuant to section 4-9-170 of the Code of Laws of South Carolina, 1976.
(Code 1976, § 2-7073; Ord. No. 637-79, § 1, 1-1-80)

Secs. 19-12--19-22. Reserved.

ARTICLE III. COLUMBIA MUSIC FESTIVAL

Sec. 19-23. Appointive powers of commission.

The county council hereby assumes the appointive powers and authority for the membership of the governing body of the Columbia Music Festival, pursuant to section 4-9-170 of the Code of Laws of South Carolina, 1976.
(Code 1976, § 2-7071; Ord. No. 637-79, § 1, 1-1-80)

C. Legislative / Chronological History

None. Staff initiated.

D. Financial Impact

None.

E. Alternatives

1. Adopt the ordinance deleting Chapter 19, Parks and Recreation.
2. Do not adopt the ordinance deleting Chapter 19, Parks and Recreation.

F. Recommendation

Recommended by: Elizabeth McLean

Department: Legal

Date: 9/8/15

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: 9/18/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation based on review of Legal Department.

Legal

Reviewed by: Elizabeth McLean

Date: 9/16/15

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Roxanne Ancheta

Date: September 16, 2015

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: As the information currently contained in the Richland County Code of Ordinances is inaccurate, it is recommended that it be removed.

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 19, PARKS AND RECREATION; SO AS TO DELETE THE ENTIRE CHAPTER.

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 19, Parks and Recreation; is hereby deleted in its entirety and reserved for future use.

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chairperson

ATTEST THIS THE ____ DAY

OF _____, 2015.

S. Monique McDaniel
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject:

Human Resources - Domestic Violence Policy

September 22, 2015 – The Committee recommended that Council approve and institute the domestic violence policy.

Richland County Council Request of Action

Subject: Human Resources - Domestic Violence Policy

A. Purpose

County Council is requested to approve and institute a domestic violence policy to enhance workplace awareness and capacity to help create a supportive work environment for employees who are impacted by violence. This policy will be included in the County's Human Resources Department's Guidelines.

B. Background / Discussion

The County does not have workplace policy that specifically addresses domestic violence, sexual violence, dating violence and stalking. The County recognizes that domestic violence, sexual violence, dating violence, and stalking are issues that can impact the workplace even if the incidents occur outside of the workplace.

Therefore, Council is requested to approve and institute the attached domestic violence policy as part of the County's commitment to a healthy, safe organizational climate. The role of this policy is to enhance workplace awareness and capacity to help create a supportive work environment for employees who are impacted by violence, including provisions of education for employees and management, especially information and referrals to law enforcement.

C. Legislative/Chronological History

This request was initiated after discussions between Councilwoman Dixon and staff regarding the County's workplace violence policies. There is no legislative history associated with this request.

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

1. Approve the request to institute the domestic violence policy within the County's Human Resources Department guidelines as presented in the agenda packet.
2. Do not approve to institute the domestic violence policy within the County's Human Resources Department guidelines.

F. Recommendation

It is recommended that Council approve and institute a domestic violence policy to enhance workplace awareness and capacity to help create a supportive work environment for employees who are impacted by violence. This policy will be included in the County's Human Resources Department's Guidelines.

Recommended by: Councilwoman Julie Ann Dixon

Date: 9/8/15

G. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 9/11/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Support the request in concept but is a policy decision for Council. Based on section D, approval has no financial impact.

Human Resources

Reviewed by: Dwight Hanna

Date: 9/14/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

HRD supports the concept of the request. At the request of Council Member Dixon, HRD has worked with Ms. Dixon and several County departments to get input and draft the proposed policy.

Sheriff

Reviewed by: Chris Cowan

Date: 9/17/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

The Sheriff's Department supports the concept of this request and believes that anything to raise awareness and prevention to domestic violence is extremely important. Some specific suggestions:

The definition of Domestic Violence does not seem to be in line with the legal definition and we suggest it be changed in the first sentence to: "Domestic Violence: an act, threat, or a combination thereof to cause physical harm or injury to a current or former spouse, person of the opposite sex that is currently or has formerly cohabitated with the perpetrator, or person with whom the perpetrator shares a child in common, committed with the present ability to do so and under circumstances that reasonably create fear of imminent peril..."

There should be an addition of a definition for dating violence i.e. stalking as an example. It is referenced in defining domestic violence and sexual violence but it might be a chance to specifically define it and draw attention to it as well.

Before the guidelines are adopted RCSD is asking that the reference to responsibility of the discretion of the ordinance be defined as the County Administrator. It appears that RCSD is the responsible party as referenced in 4.7. It appears unclear of whether this is applying to just section 4 or the entire guidelines.

Legal

Reviewed by: Elizabeth McLean

Date: 9/16/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion; however, Council needs to decide if the policy is intended to be punitive. For example, if an employee or supervisor fails to contact law enforcement when the policy says they should, can they be disciplined? Obviously this question does not apply to anyone committing workplace violence or using County resources to harass or abuse. If the policy is not intended to be punitive unless specifically stated therein (cases where an employee is committing violence at work or with County resources), then it should be specific.

Administration

Reviewed by: Roxanne Ancheta

Date: September 17, 2015

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: While this is a policy decision of Council, it is recommended that Council approve a domestic violence policy to enhance workplace awareness and capacity to help create a supportive work environment for employees who are impacted by violence. The policy is not intended to be punitive for victims. Victims and survivors are encouraged to seek assistance – via law enforcement, or other available resources – but will not be disciplined if they do not take the steps recommended below. The Sheriff Department's comments were received Friday afternoon. Their comments / recommendations can be discussed at the Committee meeting, and the policy can be revised as Council directs in advance of the Council Meeting.

RICHLAND COUNTY HUMAN RESOURCES GUIDELINES	
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TITLE: Domestic Violence
EFFECTIVE DATE: 10/20/14
REVISION DATE: 10/20/14
PREPARED BY: Human Resources Department

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AUTHORIZED BY:

PURPOSE:

Richland County Government (RCG) institutes this policy as part of its commitment to a healthy, safe organizational climate and to support the prevention and reduction of the threats, incidence and effects of domestic violence, sexual violence, dating violence, and stalking. RCG is committed to the prevention and elimination of violence. RCG recognizes that domestic violence, sexual violence, dating violence, and stalking are issues that can impact the workplace even if the incidents occur elsewhere. Incidents of domestic violence, sexual violence, dating violence, and stalking can cross economic, educational, cultural, age, gender, racial, and religious lines. They can occur in heterosexual and same-sex intimate relationships, including marriage, cohabitation, or dating; as well as in non-intimate heterosexual or same-sex relationships, such as between two coworkers or between a supervisor and subordinate; and they can occur between strangers.

The purposes of this policy is also to enhance workplace awareness and capacity to help create a supportive work environment for employees who are impacted by violence, including provisions of education for employees and management, especially information and referrals to law enforcement.

NOTE: The County does not have an unlimited right to pry into an employee’s private life. Supervisors are discouraged from taking a “counseling” role with suspected or identified victims of domestic violence. Instead, while maintaining a compassionate stance, supervisors should limit their involvement to steps necessary to safeguard workplace safety and productivity, appropriately refer employees, and report to law enforcement. This policy is not intended to be punitive for victims and survivors. Victims and survivors are encouraged to seek assistance – via law enforcement, or other available resources – but will not be disciplined if they do not take the steps recommended below.

DEFINITIONS:

- A. **Survivor or Victim:** an individual who is currently subject to, has been threatened, or has in the past been subjected to, domestic or sexual violence, dating violence, or stalking.
- B. **Perpetrator:** the individual who threatens to commit, commits or threatens to commit an act of domestic violence, sexual violence, dating violence, and stalking.
- C. **Domestic Violence:** an act, threat, or a combination thereof to cause physical harm or injury to a current or former spouse, person of the opposite sex that is currently or has formerly cohabitated with the perpetrator, or person with whom the perpetrator shares a child in common, committed with the present ability to do so and under circumstances that reasonably create fear of imminent peril. It occurs in heterosexual and same-sex relationships and impacts individuals from all economic, educational, cultural, age, gender, racial, and religious demographics. Domestic violence includes, but is not limited to, physical or sexual violence, emotional and/or psychological intimidation, verbal abuse, stalking, economic control, harassment, physical intimidation, or injury.
- D. **Sexual Violence:** a range of behaviors, including but not limited to, sexual harassment, a completed nonconsensual sex act (i.e., rape), an attempted nonconsensual sex act, abusive

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sexual contact (i.e., unwanted touching), and non-contact sexual abuse (e.g., threatened sexual violence, exhibitionism, verbal harassment). Some or all of these acts may also be addressed in RCG’s Sexual Harassment Policy. Sexual violence is any sexual act or behavior that is perpetrated against someone’s will when someone does not or cannot consent. Victims of sexual violence may know the perpetrator(s), such as a coworker or a supervisor, and/or may be involved in a dating or marital relationship with the perpetrator, or the perpetrator may be unknown to the victim. A person of any age or gender may be a victim of sexual violence. Consent is not given when a perpetrator uses force, harassment, threat of force, threat of adverse personnel action, coercion, or when the victim is asleep, incapacitated, or unconscious.

E. Workplace-Related Incidents: workplace-related incidents of domestic violence, sexual violence, dating violence, and stalking include acts, attempted acts, or threatened acts by or against employees, and/or against employees’ families or property, that occur in the workplace or that occur outside the workplace but have an impact on the workplace. An employee is considered to be in the workplace while in, or utilizing the resources of the employer, including but not limited to facilities, work sites, equipment, or vehicles, or while on work-related travel.

F. Workplace Safety Plan: a strategy developed in collaboration with a victim to implement workplace safety options, including but not limited to: handling of court protection orders, procedures for alerting security personnel, temporary or permanent adjustments to work schedules and locations, change in parking spots, and requests for escorts to and from workplace facilities.

G. Dating Violence: is a pattern of assaultive and controlling behaviors that one person uses against another in order to gain or maintain power and control in the relationship. The abuser intentionally behaves in ways that cause fear, degradation and humiliation to control the other person.

PROCEDURE:

- 1. Persons Covered by This Policy:** Persons covered by this policy include full and part time employees, interns, contractors, volunteers, or temporary workers engaged by RCG at any workplace location.
- 2. Statement of Confidentiality:** RCG recognizes and respects an employee’s right to privacy and the need for confidentiality and autonomy. RCG to the extent reasonably possible shall maintain the confidentiality of an employee’s disclosure regarding violence to the extent permitted by law and unless to do so would result in physical harm to any person and/or jeopardize safety within the workplace. When information must be disclosed to protect the safety of individuals within the workplace, RCG shall attempt to limit the breadth and content of such disclosure to information reasonably necessary to protect the safety of the disclosing employee and others and to comply with the law. RCG shall attempt to make every effort to provide advance notice to the employee who disclosed information if the disclosure must be shared with other parties in order to maintain safety in the workplace or elsewhere. RCG shall also attempt to provide the employee with the name and title of the

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person to whom RCG intends to share the employee’s statements, and shall explain the necessity and purpose regarding said disclosure.

3. Employer Response to Violence

3.1. Response to Victims

3.1.1. Non-discrimination and non-retaliation: RCG shall not discriminate in hiring, staffing, or other terms and conditions of employment against any employee for disclosing his or status as a victim of violence or for submitting a complaint or disclosing concerns about violence to RGC. RCG shall not retaliate or take adverse employment actions against any employee for submitting a complaint pursuant to this policy, for disclosing his or her status as a victim, or for actions of violence perpetrated by another against an employee that occur in or have an impact on the workplace.

3.1.2. If a supervisor suspects an employee is being abused, the following step should be taken:

3.1.2.1. Do not ignore the situation.

3.1.2.2. Do not force the employee to disclose the abuse as privacy rights need to be respected.

3.1.2.3. Treat victim employees with respect and provide support as appropriate.

3.1.2.4. Never require that the employee take particular steps to stop the abuse.

3.1.2.5. Inquire if the employee is in any perceived danger or in fear of any sort of retaliation by the abuser.

3.1.2.6. Refer the employee to law enforcement for appropriate referrals, safety planning, counseling, and support services.

3.1.2.7. Document your concerns and what actions were taken.

3.1.2.8. Continue to check in with the employee and ask that s/he continue to keep you informed.

3.1.3. Leave and Other Workplace Assistance:

3.1.3.1. To request leave, the employee should contact his/her supervisor or Department Head.

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- 3.1.3.2. If an absence is approved, the employee should be clear about the plan to return to work.
 - 3.1.3.3. While absent, the employee should maintain contact with his/her supervisor and the Human Resources Department relating to leave documentation.
 - 3.1.3.4. When the need for time off is foreseeable, an employee must provide a reasonable advance notice request to the supervisor unless advance notice is not feasible.
 - 3.1.3.5. RCG will also work with employee to determine if other non-leave related assistance will facilitate the employee's ability to remain safe and maintain his or her work performance, such as, but not limited to, modifying work schedules, changing employee's location within the workplace or location of a parking spot, changing phone numbers, arranging telecommuting options, etc. RCG will assist the employee to enforce his or her protection order, if known and applicable.
 - 3.1.3.6. The supervisor may develop a work plan with the employee and provide leave and other accommodations.
 - 3.1.3.7. The employee should save any threatening e-mail or voice-mail messages. These can potentially serve as evidence.
 - 3.1.3.8. The employee should identify an emergency contact person and provide to supervisor.
 - 3.1.3.9. RCG will work with local law enforcement personnel, and encourage employees to do so regarding criminal situations outside or inside the workplace.
- 3.2. Responses to Other Employees Concerned about Violence: Employees who suspect or witness acts of violence in the workplace, or who suspect or witness violence against an employee or perpetrated by an employee, are encouraged to report their concerns to the authorized law enforcement.
- 3.3. Responses to Employees Who Commit Violence: If an employee discloses that he or she has committed a workplace-related incident of violence, or if a supervisor becomes aware that an employee may have committed such incident, the supervisor is encouraged to report to law enforcement if a crime has occurred and conduct or refer the employee to the designated individual as specified below to conduct appropriate investigations, interventions, and referrals.

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- 3.3.1. RCG shall investigate promptly and take disciplinary action, up to and including termination, against any employee who threatens to commit or who commits workplace-related incidents of domestic violence, sexual assault, dating violence, or stalking.
- 3.3.2. Employees are prohibited from utilizing any workplace resources, such as work time, phones, email, computers, fax machines, weapons or other means to threaten, harass, intimidate, embarrass or otherwise harm another person.
- 3.4. Reporting and Referrals: Employees who are victims of domestic violence, sexual violence, dating violence, and stalking, and employees who are concerned about coworkers who are victims or who have witnessed acts or threatened acts of violence are encouraged to provide a report to law enforcement.
- 3.5. Threats and Potential Threats to Employees in the Workplace
 - 3.5.1. Notify supervisor and law enforcement (in case of criminal activity) if the perpetrator is harassing the victim while at work or causing problems for the department.
 - 3.5.2. If emergency situations occur:
 - 3.5.2.1. Contact law enforcement immediately and follow established safety procedures.
 - 3.5.2.2. Make every attempt to remove yourself from the dangerous area, if safe to do so.
 - 3.5.2.3. Inform any personnel of the situation who may be in direct or indirect danger, if safe to do so.
 - 3.5.2.4. Contact EMS and if properly trained, provide first aid to injured persons when and where this can be done without placing either yourself, victims, or rescuers in further danger.
 - 3.5.2.5. Close off access to any areas affected by the incident as soon as possible to prevent contamination or alteration of evidence, if safe to do so.
 - 3.5.2.6. Comply with law enforcement and public emergency responders during their response to an incident.
 - 3.5.2.7. Account for all personnel and determine their status and location in order to identify those who are missing and may still need help, and to be able to respond accurately to concerned parties, if safe to do so.

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4. Post educational materials related to domestic violence in areas such as rooms, bulletin boards, rest rooms, inserts in paycheck stubs, inter-office memos and newsletters. Educational materials may take the form of posters, brochures, informational cards and flyers, etc.

RESPONSIBILITIES:

1. Employees

1.1. All Employees

- 1.1.1. Encouraged to notify law enforcement and a supervisor of a domestic violence situation or threats of domestic violence.
- 1.1.2. Encouraged to participate in Domestic Violence and the Workplace education when offered.
- 1.1.3. Encouraged to immediately report to law enforcement and the supervisor of any threats or acts of domestic violence in the workplace that may be experienced or witnessed.
- 1.1.4. If taking leave to address domestic violence issues, discuss with their supervisor plans to return to work and the appropriate reporting procedures.
- 1.1.5. Save any threatening e-mail or voice-mail messages. These can potentially be used for future law enforcement action, or can serve as evidence that an existing restraining order was violated.
- 1.1.6. Identify an emergency contact person should the employer be unable to contact you.
- 1.1.7. Do not utilize any workplace resources, such as work time, phones, email, computers, fax machines, weapons, or other means to threaten, harass, intimidate, embarrass or otherwise harm another person.
- 1.1.8. An employee who is subject to a protection or restraining order, or who is a named defendant in a criminal action as a result of a threat or act of domestic violence, sexual violence, dating violence, or stalking must disclose the existence of such criminal or civil action if the conditions of such actions interfere with the employee's ability to perform his or her job, impact another employee at RCG, or specifically relate or name RCG. Failure to disclose the existence of being named in such criminal or civil actions in these circumstances will result in disciplinary action, up to and including termination from employment.

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2. Department Head/Supervisor

- 2.1. In emergency situations, encouraged to notify law enforcement immediately and make every effort to protect yourself and your employees.
- 2.2. Never require that the employee take particular steps to address violence or stop the abuse.
- 2.3. Ensure employees are provided with a copy of this Domestic Violence Policy.
- 2.4. Participate in Domestic Violence and the Workplace education when provided.
- 2.5. Treat victim employees with respect and provide support as appropriate.
- 2.6. Share information about an incident only on a need-to-know basis, other than with law enforcement.
- 2.7. Post educational materials related to domestic violence in areas such as bulletin boards, rest rooms, inter-office memos and newsletters. Educational materials may take the form of posters, brochures, informational cards and flyers, etc.
- 2.8. Allow employees to take leave to address issues arising from violence suffered by an employee.
- 2.9. Encouraged to notify law enforcement if the perpetrator is harassing the victim while at work or causing problems for the Department.
- 2.10. If the perpetrator violates the law enforcement protective order, and if known, notify the police immediately.
- 2.11. Continue to check with the employee and ask that s/he continue to keep you informed.
- 2.12. Document what actions were taken by the Department.
- 2.13. Inform the employee of the steps he or she can take to inform law enforcement related to domestic violence.

3. Human Resources Department

- 3.1. Report incidents of domestic violence to law enforcement for investigation.
- 3.2. Coordinate Domestic Violence and the Workplace education and information dissemination.

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- 3.3. Develop and maintain up-to-date resources on domestic violence hotlines, advocacy groups, shelters, counseling services and legal services (pro bono legal assistance and domestic violence/family court information).
- 3.4. Share information about an incident with law enforcement but otherwise on only a need-to-know basis.

4. County Administrator

- 4.1. Take policy steps to ensure threats and/or acts of violence by employees are reported promptly to law enforcement.
- 4.2. Take reasonable steps to ensure, to the extent possible, the safety of employees.
- 4.3. Ensure a prompt and adequate response to any incident of violence in the workplace, including reporting to law enforcement and an appropriate investigation by the department involved.
- 4.4. Share information about an incident on only a need-to-know basis outside of law enforcement.
- 4.5. Make reasonable efforts to maximize the safety of all employees.
- 4.6. These efforts may include, but are not limited to escort services, improved lighting, working closely with appropriate law enforcement agencies, authorization of relocation of an employee’s work station, installation of security cameras or silent alarms, and strict enforcement of current security procedures.
- ~~4.7. — The Richland County Sheriff’s Department must agree with all input on this topic.~~

Richland County Council Request of Action

Subject:

An Ordinance Authorizing a deed to Hanger Preservation Development, LLC, for approximately 2.29 acres of land, constituting a portion of Richland County TMS # 13702-09-01A

FIRST READING: September 8, 2015

SECOND READING: September 15, 2015

THIRD READING:

PUBLIC HEARING:

Richland County Council Request of Action

Subject: Curtiss – Wright Hangar

A. Purpose

To seek approval from Richland County Council of the recommendation from the Richland County Airport Commission regarding the sale, restoration, and redevelopment of the Curtiss – Wright Hangar (CWH) and compound at the Jim Hamilton – LB Owens Airport (CUB).

B. Background / Discussion

Since the withdrawal of the CW Hangar Partners, LLC from the contract to sell the Curtiss – Wright Hangar (CWH) for restoration, redevelopment, and reuse, the Airport Director has been approached by five interested parties who have expressed some level of interest in the Hangar.

Each of these parties were given opportunities to brief the Airport Commission and present proposals for their restoration plan. Of these five parties, the Hangar Preservation Development, LLC group has been the only one to actively and effectively market the Hangar to potential tenants, identify a tenant, and enter into negotiations with Airport Staff.

The Hangar Preservation Development, LLC is built around Brennan Works, LLC, an accomplished Columbia-based Architectural and Construction firm which “provides full-service design, development, program management, modular technology consulting and construction administration on a wide range of public and private sector projects nationally and internationally.”

Joining the group also is Robert Lewis, Esquire who is a recognized expert in the field of historic structure restoration tax credits and was heavily involved in the restoration of the 701 Whaley Street meeting venue. He is also a Board member of the Historic Columbia Foundation.

The negotiator of the Historic Preservation Easement was Mr Michael Bedenbaugh of the Palmetto Trust for Historic Preservation. The Palmetto Trust is the “qualified entity” that will be the custodian of the easement and, working with the State Historic Preservation Office (SHPO), will ensure the proper restoration and maintenance of the Hangar.

The Contract for Sale and Purchase of Real Estate is nearly identical to the contract previously approved by the Council with the CW Hangar Partners, LLC in July, 2013. In this contract, however, the seller (Richland County) will be responsible for the Historic Preservation Easement and the associated costs (\$15,000). It is recommended that the cost of the easement be paid with the proceeds from the sale of the Hangar (\$176,000).

Another difference is that the period of “due diligence” is only 60-days (as opposed to 180-days under the previous contract). A copy of The Contract for Sale and Purchase of Real Estate is contained in enclosure (1).

The Historic Preservation Easement is the legal instrument by which the Hangar will be restored and perpetually maintained in a historically accurate appearance. It also ensures that, if an additional structure were to be added to the property, it will not detract from the appearance of the restored Hangar. A copy of The Historic Preservation Easement is contained in enclosure (2).

Finally, though not yet prepared, a condition of sale is the granting of an avigation easement to protect the airspace over the parcel from penetrations and resulting obstructions.

Both of the enclosed documents have been recommended for approval by the Airport Commission and subsequently reviewed by Richland County Administration and Legal Department staff.

C. Legislative / Chronological History

August 6, 2012 – RC Airport Commission votes to recommend to the RC Council to authorize negotiations for the sale and restoration of the Curtiss – Wright Hangar with the CW Hangar Partners, LLC.

July 10, 2013 – A Contract for the Sale and Purchase of Real Estate is executed by Richland County and CW Hangar Partners, LLC.

July 9, 2014 – CW Hangar Partners, LLC requests release from the contract.

August 19, 2015 – RC Airport Commission votes to recommend to the RC Council to approve the sale of the Curtiss – Wright Hangar to Hangar Preservation Development, LLC.

D. Financial Impact

The known financial impacts to the County and Airport are as listed below:

- ➔ The sale price, based on Fair Market (Appraised) Value as required by the FAA, will be \$176,000.
- ➔ The cost of the Historic Preservation Easement will be \$15,000.
- ➔ The net gain in revenue to the County will be \$161,000.
- ➔ All development costs and capital improvements to the Curtiss – Wright Hangar will be paid for by Hangar Preservation Development, LLC;
- ➔ Sale of the property to a private developer will provide revenue to the airport fund as well as return property to the tax rolls;

- ➔ Direct and indirect positive economic impact (development project costs, operational costs, and jobs created) will be realized as well.

E. Alternatives

The alternatives available to County Council follow:

1. Approve the recommendation from the Richland County Airport Commission regarding the sale of the Curtiss – Wright Hangar (CWH) and compound at the Jim Hamilton – LB Owens Airport (CUB) for the restoration and redevelopment of the Hangar.
2. Disapprove the recommendation from the Richland County Airport Commission regarding the sale of the Curtiss – Wright Hangar (CWH) and compound at the Jim Hamilton – LB Owens Airport (CUB) for the restoration and redevelopment of the Hangar.

F. Recommendation

It is recommended that Council Approve the recommendation from the Richland County Airport Commission regarding the sale of the Curtiss – Wright Hangar (CWH) and compound at the Jim Hamilton – LB Owens Airport (CUB) for the restoration and redevelopment of the Hangar.

Recommended by:	Department:	Date:
Christopher S. Eversmann, PE, AAE	Airport	August 31, 2015

Enclosure: (1) Contract for the Sale and Purchase of Real Estate
 (2) Historic Preservation Easement

G. Reviews

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

Finance

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

Procurement

Reviewed by: <u>Rodolfo Callwood</u>	Date:
<input type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Grants

Reviewed by: Sara Salley
 Recommend Council approval
Comments regarding recommendation:

Date:
 Recommend Council denial

Legal

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

Date:
 Recommend Council denial

Administration

Reviewed by:
 Recommend Council approval
Comments regarding recommendation:

Date:
 Recommend Council denial

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

AN ORDINANCE AUTHORIZING A DEED TO HANGAR PRESERVATION DEVELOPMENT, LLC, FOR APPROXIMATELY 2.29 ACRES OF LAND, CONSTITUTING A PORTION OF RICHLAND COUNTY TMS # 13702-09-01A.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to HANGAR PRESERVATION DEVELOPMENT, LLC, for certain real property known as a portion of Richland County TMS# 13702-09-01A and consisting of approximately 2.29 acres, as is more specifically described in Exhibit A, 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:

CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

THIS CONTRACT is made and entered into as of the ___ day of August, 2015, by and between **Richland County Government** (hereinafter referred to as "Seller") and **Hangar Preservation Development, LLC** ("HPD") (hereinafter referred to as "Purchaser"). The "Effective Date" of this Contract shall be the date this Contract has been fully executed by both parties.

WITNESSETH:

THAT FOR and in consideration of the mutual covenants, agreements and undertakings herein set forth, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller the real property described in Paragraph 1 below on the terms and conditions hereinafter set forth:

1. **Description of Property.** The real property which is subject to this Contract consists of approximately 2.29 acres with 12,000 +/- square feet of improvements, at the corner of Jim Hamilton Boulevard and Airport Road in Columbia, South Carolina. Identified as a portion of the Richland County Tax Map Number R13702-09-01A (hereinafter referred to as the "Property"). (See Exhibit A)

2. **Purchase Price.** The Purchase Price for the fee simple estate shall be **One Hundred and Seventy-Six Thousand 0/100 (\$176,000) Dollars** and shall be paid by the Purchaser as follows: **Five Thousand Dollars 0/100 (\$5,000.00)** in Earnest Money down payment (the "Earnest Money"), which shall be paid by Buyer immediately upon the full execution of this Contract by both parties, to be held by an escrow agent chosen by seller ("Escrow Agent") until the purchase is closed, at which time the Earnest Money, along with any interest accrued, will be credited to Buyer. The balance of the purchase price is to be paid in cash at closing.

3. **Purchaser's Rights Prior to Closing - Inspection Period.**

- (a) For a period not to exceed 60 days from the Effective Date (such period being herein referred to as the "Inspection Period"), the Purchaser, its authorized agents and employees, as well as others authorized by the Purchaser, shall have full and complete access to the Property and shall be entitled to enter upon the Property and make such surveying, architectural, engineering, topographical, geological, soil, subsurface, environmental, water drainage, and other investigations, inspections, evaluations, studies, tests and measurements (collectively, the "Investigations") as the Purchaser deems reasonably necessary or advisable so long as same do not result in any material adverse change to the physical characteristics of the Property.
- (b) Upon request, the Seller shall grant the HPD an additional 30 days for inspection subject to Seller's satisfaction that Purchaser's due diligence is demonstrating reasonable and sufficient progress, including the following: satisfactory progress or results regarding environmental surveys, financing, construction estimates and requirements for restoration.
- (c) At any time prior to the expiration of the Inspection Period, the Purchaser shall have the right to terminate this Contract if the Purchaser determines that the Property is not suitable for Purchaser's intended purposes. If the Purchaser elects to terminate pursuant to this paragraph, it shall give written notice of such termination to the Seller and to the Escrow Agent prior to the expiration of the Inspection Period. Upon such termination, Purchaser shall deliver to Seller copies of all third party reports obtained by Purchaser as a consequence of the Investigations. Additionally, upon such termination, the Escrow

Agent shall return the Earnest Money to the Purchaser, and neither party shall have any further rights or obligations hereunder except for any obligations of the Purchaser under subparagraph "(a)" next-above.

4. **Closing.** The Closing of the transaction herein provided shall be held on or before the expiration of the Inspection Period or as shortly thereafter as possible, or as may be extended for no more than Sixty (60) days. At Closing, Seller shall deliver to Purchaser the following:

- (a) Satisfactory evidence of the authority of the persons executing the conveyance documents to sign such documents and consummate the transaction on behalf of Seller.
- (b) A duly authorized and executed general warranty deed in recordable form conveying good and marketable title to Seller's to the Property.
- (c) A Certification that Seller is not a "foreign person" as such term is used in Section 1445 of the Internal Revenue Code.
- (d) A seller's income tax withholding affidavit, as required by South Carolina law.
- (e) All other documents, which may be reasonably required by the Purchaser's title company to insure Purchaser of good and marketable title to the Property, subject to all title exceptions, permitted pursuant to this Contract.

5. **Title.** The Purchaser's obligations hereunder shall be conditioned upon the Seller's delivery of a good insurable and marketable fee simple title to the Property by general warranty deed, free and clear of all liens, encumbrances and conditions, which in the reasonable discretion of the title insurance company which is issuing a title insurance policy on the Property for the Purchaser and Purchaser's lender, if any, would make the title uninsurable and in the Purchaser's reasonable discretion would make the title unmarketable.

6. **Survey.** Prior to the expiration of the initial Inspection Period, the Purchaser shall have a survey performed on the Property and reserves the right to object to any matters disclosed thereby. The survey shall indicate the boundary lines of the Property, the location of all improvements, easements, roadways and other rights-of-way, flood plain areas, any existing building setback lines, and any encroachments and other matters affecting the Property. The survey shall contain a legal description of the Property, the number of acres contained in the Property calculated to the nearest 1/100th of an acre and a certificate in standard form addressed to the Purchaser and signed and sealed by the surveyor.

7. **Title Examination.** Prior to the end of the Inspection Period, Purchaser shall deliver to Seller a written statement of objections, if any, to the survey and Seller's title to the Property, and if Seller elects to attempt to cure or remove the same Seller shall have (10) days prior to closing in which to do so, time being of the essence. In the event Seller fails or refuses to cure or remove said objections within said period (or within such longer period as may be approved by Purchaser in writing), this Contract, at the sole option of Purchaser by written notice delivered to Seller at or before closing, shall terminate and be of no further force and effect. In such event, the Earnest Money shall be returned to Purchaser immediately and no party hereto shall have any further rights, remedies, liabilities or obligations hereunder.

8. **Seller's Information.** Within 10 days of the Effective Date, Seller shall deliver to Purchaser copies of property tax bills, insurance policies and premium notices, environmental studies, title insurance policies, surveys and other due diligence information pertaining to the Property to the extent such information is in Seller's possession.

9. **Seller's Representations and Warranties.** Seller makes the following representations and warranties to Purchaser:

- (a) Seller has the full right, power, and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Contract and to carry out its obligations under this Contract has been or on the Closing Date will have been taken.
- (b) The Property has direct access to public streets and utilities necessary for the anticipated operation of the Property and, to the best knowledge of Seller, no fact or condition exists that would result in the termination of access to and from the Property or the cessation of utilities necessary for the anticipated operation of the Property.
- (c) Seller has not received written notice from any governmental or quasi- governmental agency requiring it to correct any condition with respect to the Property, or any part thereof, by reason of a violation of any governmental requirement or otherwise that has not been corrected.
- (d) Seller has not received written notice of, and has no other actual knowledge or information of, any pending or contemplated condemnation action or litigation with respect to the Property, or any part thereof.

10. **Default and Remedies.** In the event that the terms and conditions of this Contract have been satisfied and Purchaser does not purchase the Property in accordance with the requirements of this Contract within the time limits herein set forth, Seller, as Seller's sole and exclusive remedy, may declare this Contract cancelled in which event the Earnest Money shall be paid to the Seller as full liquidated damages and not as a penalty, it being agreed that the Seller's damages would be difficult or impossible to ascertain. In the event of Seller's breach of any of its obligations hereunder, Purchaser shall have the rights and options as Purchaser's sole and exclusive remedies to either (a) immediately terminate this Contract upon written notice to the Seller and receive back the full amount of the Earnest Money and upon return of same the parties hereto shall have no further rights and obligations or liabilities to each other hereunder or (b) demand and compel by an action for specific performance or similar legal proceedings, if necessary, for the immediate conveyance of the Property by Seller in compliance with the terms and conditions of this Contract, and to recover all costs and expenses, including reasonable attorneys fees incurred by Purchaser in such action.

11. **Closing Costs.** Seller shall pay the cost of transfer tax on the deed, the expense of preparation of the deed and the fees of Seller's attorney. The Purchaser shall pay the premium for the owner's title insurance policy to be issued to the Purchaser, the grantee's cost of recordation of the deed, the costs incurred by the Purchaser in connection with its Investigations of the Property and the fees of Purchaser's attorneys.

12. **Prorations and Adjustments.** The following prorations and adjustments shall be made at Closing, all ad valorem real property taxes for the year in which the Closing occurs shall be prorated between the parties as of the date of Closing on a year basis. If the taxes cannot be accurately determined at the time of Closing, the prorations shall be based on the most reliable information available with respect to the current year's anticipated tax bill.

13. **Delivery of Deed and Application of Earnest Money.** Upon receipt of the Purchase Price at the time of Closing and at such time as Purchaser's attorney (the "Closing Attorney") is in a position to

disburse the same in accordance with the signed closing statement, the Closing Attorney shall be authorized to cause the final title update to be conducted and the deed recorded, at which time all disbursements provided for on the closing statement, including the net proceeds payable to the Seller, shall be made immediately. The Earnest Money shall be delivered to the Seller and applied against the Purchase Price.

14. **Condition to Closing.** The obligation of Seller hereunder to sell the Property to Purchaser is contingent upon the items listed hereinbelow. If such conditions are not satisfied, the Purchaser or Seller shall have the right to terminate this Contract, whereupon the Earnest Money shall be refunded to Purchaser and neither party shall have any further rights or obligations hereunder except for Purchaser's indemnity obligations relating to its Investigations.

- (a) Richland County, at its discretion, may grant or donate, as set forth in the documents attached as Exhibit B or by other documents substituted for similar purpose, a Historic Preservation Easement, to a qualified entity, or in the alternative by granting of a deed subject to restrictions, to ensure appropriate safeguards, protections and other remedies regarding historic preservation of the structure. Richland County shall pay all fees associated with the preparation and execution of such action. These documents shall provide that HPD shall perform a proper historic preservation of the structure according to the standards and guidelines of the United States Department of Interior / National Park Service and the South Carolina Department of Archives and History.
- (b) Richland County will have the right of first refusal regarding any future sale or other transfer of the CWH property subsequent to HPD under the following conditions:
 - (i) No or marginal improvements to the site – At the purchase price identified in paragraph 2. of this agreement; or
 - (ii) With improvements to the site – At the appraised value at the time of the proposed sale or the purchase price identified in paragraph 2. of this agreement, whichever is greater.
- (c) All documents, artifacts and historical memorabilia that are owned and/or in possession to the Seller and relate to or are part of the historical documentation of the Curtiss Wright Hangar, be included as part of the property purchase or as a long-term loan between the Purchaser and Seller of such documents, artifacts and historical memorabilia.
- (d) HPD agrees to comply with all Richland County and the City of Columbia ordinances to include zoning, signage, parking and usage.
- (e) The Purchaser shall grant an aviation easement to the Seller and agrees to comply with Federal Aviation Administration (FAA) regulations to include, but not limited to, air space rights and regulations and a secured fence between Jim Hamilton L.B. Owens Airport and the Property.
- (f) The Seller shall obtain a Property Release from the Federal Aviation Administration (FAA) prior to the sale of the property. Sale of the property is conditional upon the FAA granting a land release.
- (g) The Purchaser shall assume the cost of relocation of the airport perimeter security

fence. The new fence shall conform to the existing perimeter fence standard and the airport's secure perimeter shall not be compromised during its construction. Plans and specifications for the fence construction shall be reviewed and approved by the Seller and the fence shall be the property of the Seller.

(h) No "through the fence" operation or direct access to the airport shall be permitted now, nor in the future.

(i) HPD agrees to maintain ongoing input and consultation with the Richland County Airport Commission.

(j) All environmental mitigation costs shall be borne by HPD.

15. **Brokerage.** It is understood that no brokerage fees will be paid by the seller.

16. **Notices.** Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is personally delivered, (ii) if mailed, in the United States Mail, certified, return receipt requested, as of the date which is the date of the post mark on such notice, (iii) if delivered by courier or express mail service, telegram, facsimile or mailgram where the sender provides or retains evidence of the date of delivery, as of the date of such delivery; (iv) if by facsimile, when the message is received in the office of the addressee, provided that a hard copy referencing the date of facsimile delivery is sent the same day by one of the other methods of delivery set forth above.

To Seller: Tony McDonald County Administrator
Richland County Government
2020 Hampton Street
Fourth Floor, Suite 4036
Columbia, SC 29204-1002

To Purchaser: Hangar Preservation Development, LLC
Attn: Christian L. Rogers & Robert B. Lewis
1330 Lady Street, Suite 400
Columbia, SC 29201

To Escrow Agent:
Alan E. Fulmer, Jr.
Attorney at Law
Post Office Box 1548
Columbia, SC 29202
AFulmer@bellsouth.net

17. **Governing Law.** This Contract shall be governed, interpreted and construed under the laws of the State of South Carolina.

18. **Assignment.** If either party assigns its rights hereunder, it will nevertheless remain liable for

the performance of its obligations hereunder.

19. **Time of the Essence.** Time is of the essence in the performance of the terms and conditions of this Contract.

20. **Risk of Loss.** Seller shall bear all risk of loss until the Closing. In the event that prior to the Closing, the improvements are damaged by fire or other casualty of any nature whatsoever, Seller shall promptly give Purchaser written notice thereof .

21. **Escrow Agent.** Purchaser and Seller, jointly and severally, agree to indemnify and hold the Escrow Agent harmless against any and all claims or demands which may be incurred by Escrow Agent in connection with its duties as the Escrow Agent hereunder and which are not attributable to the willful default or gross negligence of the Escrow Agent and any and all actions, suits and proceedings in connection with any such claim or demand and any and all loss, cost, damage, liability and expense incurred by Escrow Agent in connection therewith including attorneys' fees and other costs of litigation.

Escrow Agent shall not incur any liability with respect to any action taken or omitted in reliance upon any instrument, not only as to its due execution, or the identity or authority of any person executing such instrument, its validity and effectiveness, but also as to the truth and accuracy of any information contained therein which Escrow Agent shall in good faith believe to be genuine, to have been signed by a proper person or persons, and to conform to the provisions of this Agreement.

22. **Contingencies.** The closing pursuant to this Agreement is contingent upon satisfactory discovery of the below. During the appropriated due diligence period, if the Purchaser or Seller is not satisfied with the below findings, the Purchaser may terminate this Agreement by notice to the Seller. If this Agreement is terminated by reason of this Section and by reason not due to a breach or default by Purchaser on this Agreement, the Earnest Money shall be promptly paid to Purchaser.

- (a) HPD's ability to secure financing for the entirety of the project
- (b) Satisfactory restoration requirements
- (c) Satisfactory construction estimates
- (d) Satisfactory environmental reports
- (e) Approval of architectural review
- (f) Satisfactory zoning and deed status

23. **Entire Agreement.** This Contract constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings, negotiations, representations , promises, inducements and agreements heretofore had between these parties are merged herein. This Contract may not be changed orally but only by an agreement in writing signed by both the Purchaser and the Seller. No waiver of any of the provisions to this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. The provisions of this Contract shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates set forth below.

IN THE PRESENCE OF:

Richland County, South Carolina

(Witness)

By: _____
Name:
Title:

Date: _____

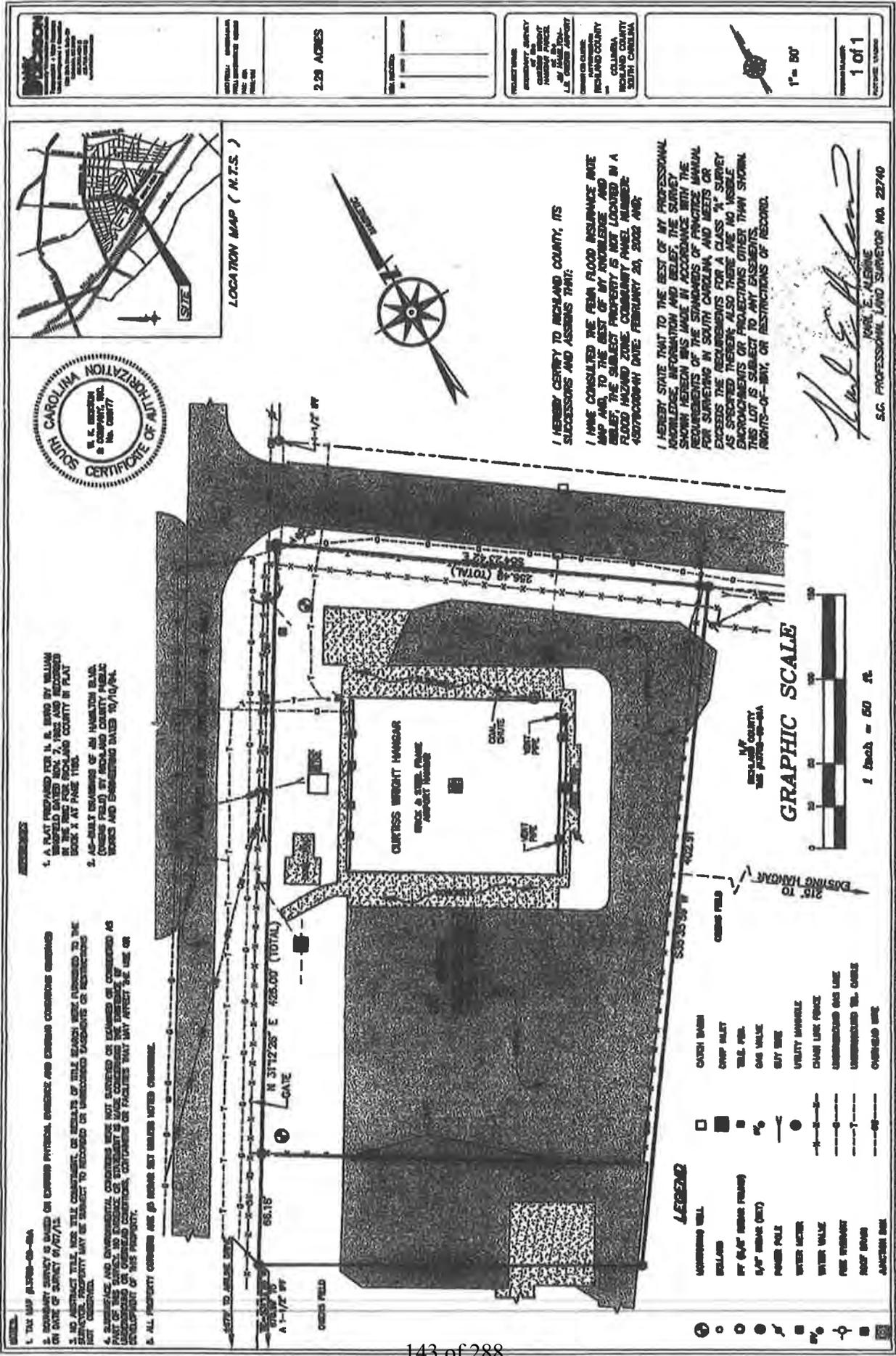
Hangar Preservation Development, LLC

(Witness)

By: _____
Name:
Title:

Date: _____

EXHIBIT A



PLAT
 PREPARED FOR THE SOUTH CAROLINA SURVEYORS ASSOCIATION
 BY THE SURVEYOR
 KARL E. ALEXANDER
 10101 RICHMOND ROAD
 RICHMOND, SOUTH CAROLINA 29224

ACRES
 2.29

PROFESSIONAL SURVEYOR
 KARL E. ALEXANDER
 10101 RICHMOND ROAD
 RICHMOND, SOUTH CAROLINA 29224
 LICENSE NO. 22740

SCALE
 1" = 50'

PLAT NO.
 1 of 1



LOCATION MAP (N.T.S.)



I HEREBY CERTIFY TO RICHMOND COUNTY, ITS SUCCESSORS AND ASSIGNS THAT:
 I HAVE CONSULTED THE FIRM FLOOD INSURANCE RATE MAP AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE SUBJECT PROPERTY IS NOT LOCATED IN A FLOOD HAZARD ZONE. COMMUNITY PANEL NUMBER: 450700004H DATE: FEBRUARY 24, 2002 AMG.
 I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO UNUSUAL ENCUMBRANCES OR PROJECTIONS OTHER THAN SHOWN. THIS LOT IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR RESTRICTIONS OF RECORD.

Karl E. Alexander
 KARL E. ALEXANDER
 S.C. PROFESSIONAL LAND SURVEYOR NO. 22740



1. A PLAT PREPARED FOR K. E. BIRD BY WILLIAM BRADFORD DATED NOV. 7, 1982 AND RECORDED IN THE MAPS FOR RICHMOND COUNTY IN PLAT BOOK X AT PAGE 118D.
 2. AS-BUILT DRAWINGS OF AN HAMILTON BLVD. (OWNERS FIELD) BY RICHMOND COUNTY PUBLIC WORKS AND ENGINEERING DATED 10/10/04.

1. THE MAP PLAT NO. 00-04
 2. BOUNDARY SURVEY IS BASED ON CURTIS BRIGHT HANGAR AND CROSSING CORNERS CORNERED ON DATE OF SURVEY 01/07/15.
 3. NO ABSTRACT TITLE AND TITLE COMMITTEE OR RESULTS OF TITLE SEARCH WERE REFERRED TO THE SURVEYOR. PROPERTY MAY BE SUBJECT TO UNRECORDED EASEMENTS OR RESTRICTIONS NOT SHOWN.
 4. SURVEY AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED AS CONSIDERED AS PART OF THIS SURVEY. NO KNOWLEDGE OR BELIEF AS TO WHETHER THERE IS THE EXISTENCE OF UNRECORDED OR OVERHEAD CONDITIONS, CONTINGENCIES OR FACTORS THAT MAY AFFECT THE USE OR OCCUPANCY OF THIS PROPERTY.
 5. ALL PROPERTY CORNERS ARE TO BE MARKED BY METERS NOTED CORNERS.

LEGEND

- MARKING WELL
- BELLAND
- 6" 6" 6" IRON PIPES
- 6" 6" IRON (SET)
- POWER POLE
- WATER METER
- WATER VALVE
- FUEL TANK
- MET BURN
- JACKSON BAY
- CATCH BASIN
- CURB MILEY
- TALL PILE
- GAS VALVE
- SET TIE
- UTILITY MARKER
- CHAIN LINK FENCE
- UNRECORDED GAS LINE
- UNRECORDED TEL. CABLE
- OVERHEAD WIRE

GRAPHIC SCALE



Exhibit B

Historic Preservation Documents

THIS HISTORIC PRESERVATION EASEMENT DEED, hereinafter referred to as the "Easement", made and entered into as of the day of _____, by and between **Hangar Preservation Development LLC**, owners in fee simple of real property (hereinafter referred to collectively as the "Grantor"), and **The Palmetto Trust for Historic Preservation**, a non-profit corporation organized under the laws of South Carolina (hereinafter "Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in the City of Columbia, County of Richland, and the State of South Carolina, more particularly described in **Exhibits A and B** attached hereto and incorporated by this reference (the "Protected Property"); and

WHEREAS, the Protected Property possesses historical and educational values (collectively, "conservation values") of great importance to Grantee, the people of the City of Columbia, County of Richland, and the people of the State of South Carolina; and

WHEREAS, in particular, the property, known as "Curtiss-Wright Hangar" was built in 1929 and is an early example of architecture that was constructed to meet the needs of public aviation, and listed on the National Register of Historic places as a property of statewide significance meeting criterion A and C.

WHEREAS, the Protected Property's conservation values are documented in a set of reports, drawings, and photographs (hereinafter, "Baseline Documentation") incorporated herein by reference, which Baseline Documentation the parties agree provides an accurate representation of the Protected Property as of the effective date of this Easement. In the event of any discrepancy between the two counterparts produced, the counterpart retained by Grantee shall control;

WHEREAS, Grantee is a non-profit "qualified organization" as defined under Section 170(h)(3) of the Internal Revenue Code of 1986, and the regulations promulgated thereunder (the "Code"), and is an eligible "donee" as described under Regulation Section 1.170A-14(c)(1), whose primary purpose is to protect and preserve property significant in South Carolina's history, cultural, architecture, and archeology under Section 27-8-10 *et seq.* of the South Carolina Conservation Easement Act of 1991, as amended (hereinafter "the Act");

WHEREAS, Sections 27-8-10 *et seq.* of South Carolina Code of Laws of 1976, as amended, permit the creation of historic preservation easements for the purpose, *inter alia*, preserving the historical, architectural, archeological, or cultural aspects of real property;

WHEREAS, Grantor and Grantee recognize the architectural, historic, cultural, and aesthetic values (hereinafter "conservation and preservation values") and significance of the Protected Property, and have the common purpose of conserving and preserving the aforesaid conservation and preservation values and significance of the Protected Property;

WHEREAS, the Baseline Documentation is on file at the office of the Grantee and is available for inspection upon reasonable advanced notice;

WHEREAS, the grant of preservation easement by Grantor to Grantee on the Protected Property will assist in preserving and maintaining the Protected Property and its architectural, historic, and cultural features for the benefit of the people of the City of Columbia, the County of Richland, of the State of South Carolina, and of the United States of America;

WHEREAS, to that end, Grantor desires to grant to Grantee, and Grantee desires to accept, a preservation easement in gross in perpetuity on the Protected Property, pursuant to the Act.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to Section 170(h) of the Code and section 27-8-10 *et seq.* of South Carolina Code of Laws of 1976, as amended; Grantor does hereby voluntarily grant and convey unto the Grantee, a

preservation easement in gross in perpetuity over the Protected Property described in **Exhibits A and B** and the exterior surfaces of the buildings thereon (the "Buildings"), owned by the Grantor.

PURPOSE

It is the Purpose of this Easement to assure that the architectural, historic, and cultural features of the Protected Property will be retained and maintained forever substantially in their current condition for preservation purposes and to prevent any use or change of the Protected Property that will significantly impair or interfere with the Protected Property's preservation and historic value.

GRANTOR'S COVENANTS

1.1 Grantor's Covenants: Covenant to Maintain. Grantor accepts the following obligations regarding the maintenance and rehabilitation of the Protected Property:

- (a) Grantor agrees at all times to maintain the Building in the same structural condition and state of repair to that existing on the effective date of this Easement until construction of the rehabilitation work referenced in Paragraph 1.4 is begun, and thereafter to maintain the Protected Property upon completion of the rehabilitation work contemplated under Paragraph 1.4 below. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the Building in substantially the same structural condition and state of repair as that existing at the time of the rehabilitation work referenced in Paragraph 1.4 below. Grantor's obligation to maintain shall also require that the Protected Property's landscaping be maintained in good appearance. Subject to the casualty provisions of paragraphs 5 and 6, this obligation to maintain the exterior shall require replacement, rebuilding, repair, and reconstruction whenever necessary in accordance with *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (36 C.F.R. sec. 67), as these may be amended from time to time (hereinafter the "Secretary's Standards").

- (b) Grantor agrees to commence construction of the rehabilitation of the Protected Property within Four (4) months of the date of this Easement and to progress conscientiously and continuously toward completion of such rehabilitation activity; provided, however, that substantial completion of all such rehabilitation work shall occur within eighteen (18) months of the date of this Easement.
- (c) Grantor shall make the Protected Property accessible to the Grantee a minimum of twice a year (two days each time) and other times deemed reasonable by Grantor. Grantee may make photographs, drawings, or other representations documenting the significant historical, cultural, and architectural, character and features of the property and distribute them to magazines, newsletters or other publicly available publications, or use them to fulfill its charitable and educational purposes

1.2 Subsequent Transfers; Transfer Fee.

Grantor agrees to incorporate the provisions of this Easement in any deed or other legal instrument by which Grantor divests himself of any interest in all or a portion of the Protected Property. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty days prior to the date thereof. The failure of Grantor to perform any act required by this Section shall not impair the validity of this Easement or limit its enforceability in any way.

There shall be assessed by Grantee a transfer fee equal to one half (1/2) of one percent of the sales price or other consideration paid in connection with the transfer of any interest in the Protected Property other than the sale of timber or timber rights, which transfer fee shall be paid to Grantee at the time of the transfer. This sum shall be equally divided by the Grantee between its general operating account and its endowment fund, which is used to assist Grantee in meeting its responsibilities to monitor and enforce this Easement and other conservation easements which it holds.

In the event of non-payment of such transfer fee, Grantee shall have the right to file a lien for such unpaid transfer fee which shall be a lien on the Protected

Property but which lien shall be subordinate to this Easement. Any such lien may be enforced and/or foreclosed in accordance with the laws of the State of South Carolina. Grantee may require Grantor and/or any subsequent purchaser to provide reasonable written proof of the applicable sales price, such as executed closing statements, contracts of sale, copies of deeds or other such evidence.

Any transfer subsequent to the conveyance of this Easement to a spouse, a lineal descendant or a spouse of a lineal descendant of Grantor (collectively, "Immediate Family Members") and without consideration, or to an entity at least 50% of the equity interest of which is owned by an Immediate Family Member, or by a trust whose presumptive beneficiaries are Grantor or an Immediate Family Member, or by a charitable organization which is tax exempt under 501(c)(3), or by Richland County, shall be exempt from the assessment of such transfer fee. An exchange of properties pursuant to Section 1031 of the Internal Revenue Code, or similar statute, shall be deemed to be for consideration based on the market value of the property received at the time of such transfer. Market value shall be determined by agreement of Grantor and Grantee, or in the absence of such agreement by an MAI appraiser selected by Grantee, whose appraisal fee shall be paid by Grantee.

1.3 Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden on, over, or under the Protected Property, except as otherwise conditioned in Paragraph 4:

(a) the Buildings shall not be demolished, removed, or razed, except as provided in sections 5,6,7, 20.2, and 20.3.

(b) no other buildings or structures, shall be erected or placed on the Protected Property hereafter, except for temporary structures required for the maintenance or rehabilitation of the Protected Property, without the express written consent of the Grantee;

- (c) the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Protected Property;
- (d) the Protected Property shall not be divided or subdivided in law or in fact and the Protected Property shall not be devised or conveyed except pursuant to the subdivision represented in the plat attached as Exhibit A.
- (e) no aboveground utility transmission lines, except those reasonably necessary for the existing Buildings, may be created on the Protected Property, subject to utility easements already recorded.

GRANTOR'S CONDITIONAL RIGHTS

2.1 Conditional Rights Requiring Approval by Grantee. Without the prior express written approval of the Grantee, which approval may be withheld or conditioned in the sole discretion of Grantee, Grantor shall not undertake any of the following actions:

- (a) increase or decrease the height of, make additions to, change the exterior construction materials, or move, improve, alter, or change the facades (including fenestration) and roofs of the Buildings;
- (b) erect any external signs or external advertisements except: (i) a sign stating solely the address of the Protected Property; and (ii) a temporary sign to advertise the sale or rental of the Protected Property; and (iii) any sign allowed through local zoning and land use covenant
- (c) make permanent substantial topographical changes, such as, by example, excavation for the construction of roads and recreational facilities;
- (d) change the use of the Protected Property to another use other than a use that: (i) does not impair the significant conservation and exterior preservation values of the Protected Property; and (ii) does not conflict with the Purposes of the Easement.
- (e) Construct additional compatible structures on the protected property.

2.2 Review of Grantor's Request for Approval. Grantor shall submit to Grantee for Grantee's approval of those conditional rights set out at paragraph 4, two copies of information (including plans, specifications, and designs where appropriate) identifying with reasonable specificity. In connection therewith, Grantor shall also submit to Grantee a timetable for the proposed activity. Within forty-five (45) days of Grantee's receipt of any plan or written request for approval hereunder, grantee shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which Grantee shall provide Grantor with written suggestions for modification or a written explanation for Grantee's disapproval. Any failure by Grantee to act within forty-five (45) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by Grantee of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted.

3. Standards for Review. In exercising any authority created by the Easement to inspect the Protected Property; or to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, Grantee shall apply the Secretary's Standards.

GRANTOR'S RESERVED RIGHTS

4. Grantor's Reserved Rights Not Requiring Further Approval by Grantee. Subject to the provisions of paragraphs 1.1, 1.3, 1.4, and 2.1, the following rights, uses, and activities of or by Grantor on, over, or under the Protected Property are permitted by this Easement and by Grantee without the further approval by Grantee:

- (a) the right to engage in all those acts and uses that: (i) are permitted by governmental statute, zoning, or regulation; (ii) do not substantially impair the conservation and preservation values of the Protected Property; and (iii) are not inconsistent with the Purposes of this Easement;
- (b) pursuant to the provisions of paragraph 1.1, the right to maintain and repair the Buildings. As used in this subparagraph, the right to maintain and repair shall mean the use by Grantor of in kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or

maintained, for the purpose of retaining in good condition the appearance and construction of the Buildings. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, workmanship from that existing prior to the maintenance and repair without the prior approval of Grantee in accordance with the provisions of paragraphs 2.1 and 2.2;

- (c) the right to continue all manner of existing use and enjoyment of the Protected Property, including but not limited to the maintenance, repair, and restoration of existing fences; the right to maintain existing driveways, roads, and paths with the use of same or similar surface materials; the right to maintain existing utility lines, gardening, and building walkways, steps, and garden fences; the right to cut, remove, and clear grass or other vegetation and to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the Purpose of this Easement;
- (d) the right to change the existing use of the Protected Property to a retail or commercial use which would be compatible with the neighborhood and the Protected Property's immediate surroundings but only after having received prior written approval of the Grantee for such change of use; and

CASUALTY DAMAGES OR DESTRUCTION

5. Casualty Damage or Destruction. In the event that the Protected Property or any part thereof shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement, or other casualty, Grantor shall notify the Grantee in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Protected Property and to protect public safety, shall be undertaken by Grantor without the Grantee's prior written approval. Within thirty (30) days of the date of damage or

destruction, if required by Grantee, Grantor at its expense shall submit to the Grantee a written report prepared by a qualified restoration architect and an engineer who acceptable to the Grantor and the Grantee, which report shall include the following:

- (a) an assessment of the nature and extent of the damage;
- (b) a determination of the feasibility of the restoration of the Buildings and/or reconstruction of damaged or destroyed portions of the Buildings;
- (c) a report of such restoration/reconstruction work necessary to return the Protected Property to the condition existing at the date hereof.

6. Review After Casualty Damage or Destruction. If, after reviewing the report provided in Paragraph 5 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 7, Grantor and Grantee agree that the Purpose of the Easement will be served by such restoration/reconstruction, Grantor and Grantee shall establish a schedule under which Grantor shall complete restoration/reconstruction of the Buildings in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report provided in Paragraph 5 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 7, Grantor and Grantee agree that restoration/reconstruction of the Protected Property is impractical and impossible, or agree that the Purpose of the Easement will not be served by such restoration/reconstruction, Grantor may, with the prior written consent of Grantee, alter, demolish, remove, or raze one or more of the Buildings, and/or construct new improvements of the Protected Property. Grantor and Grantee may agree to extinguish this Easement in whole or in part in accordance with the laws of the State of South Carolina and paragraph 21.2 hereof.

If, after reviewing the report provided in Paragraph 5 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 7, Grantor and Grantee are unable to agree that the Purpose of the Easement will or will not be served by such restoration/reconstruction, the matter is to be settled in accordance with paragraph 14.

7. Insurance. Grantor shall keep the premises insured by an insurance company rated "A1" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and

comprehensive general liability insurance against claims for personal injury, death, and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Protected Property and Buildings without cost or expense to Grantor or contribution or coinsurance from Grantor. Such insurance shall include Grantee's interest and name Grantee as an additional insured. Grantor shall deliver to Grantee within ten (10) business days of Grantee's written request therefore, certificates of such insurance coverage. Provided, however, that whenever the Protected Property is encumbered with a mortgage or deed of trust, nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

INDEMNIFICATION; TAXES

8. Indemnification. The Grantor hereby agrees to pay, protect, indemnify, hold harmless, and defend at its own cost and expense, the Grantee, its agents, directors, members and employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses, and expenditures (including reasonable attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person, physical damage to the Protected Property; the presence or release in, on, or about the Protected Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance, or regulation as a hazardous, toxic, polluting, or contaminating substance; or other injury or other damage occurring on or about the Protected Property, unless such injury or damage is caused by Grantee or any agent, trustee, employee, or contractor of Grantee. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Protected Property with the same effect and priority as a mechanic's lien. Provided, however, that nothing contained herein shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Protected Property.

9. Taxes. Grantor shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer service charges, and other charges which may become a lien on the Protected Property, unless Grantor timely

objects to the amount or validity of the assessment or charge and diligently prosecutes an appeal thereof, in which case the obligation hereunder to pay such charge shall be suspended for the period permitted by law for prosecuting such appeal and any applicable grace period following completion of such action. In place of Grantor, Grantee is hereby authorized, but in no event required or expected, to make or advance, upon (3) three days prior written notice to Grantor any payment relating to taxes, assessments, water rates, sewer rentals, and other governmental or municipality charge, fine, imposition, or lien asserted against the Protected Property. Grantee may make such payment according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or assessment or into the validity of such tax, assessment, sale, or forfeiture. Such payment, made by Grantee, shall become a lien on the Protected Property with the same effect and priority as a mechanic's lien, except that such lien shall not jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Protected Property.

ADMINISTRATION AND ENFORCEMENT

10. Written Notice. Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing and shall be delivered by one of the following methods: by overnight courier postage prepaid, facsimile transmission, registered or certified mail with return receipt requested, or hand delivered;
if to Grantor, then at

and if to Grantee, then to
P. O. Box 506,
117 Grace Street,
Prosperity, SC 29127.

Each party may change its address set forth herein by a notice to such effect to the other party.

11. Evidence of Compliance. Upon request by Grantee, Grantor shall promptly furnish Grantee with certification that, to the best of Grantor's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidences the status of this Easement to the extent of Grantee's knowledge thereof.

12. Inspection. With the consent of Grantor, representatives of Grantee shall be permitted at all reasonable times to inspect the Protected Property, including the Buildings. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

13. Grantee's Remedies. Grantee may, following reasonable written notice to Grantor, institute suit(s) to enjoin any violation of the terms of this easement by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Protected Property and Buildings to the condition and appearance that existed prior to the complained of violation.

Representatives of the Grantee may, following reasonable notice to Grantor, enter upon the Protected Property, correct any such violation, and hold Grantor, its successors, and assigns, responsible for the cost thereof. Grantee shall also have available all legal and equitable remedies to enforce Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection therewith, including all reasonable court costs, and attorneys, architectural, engineering, and expert witness fees.

In the event of a violation of any of the covenants contained hereof, which violation shall continue unremedied for a period of 90 days after written notice by Grantee to Grantor, Grantee shall have an option to purchase the Premises at a price equal to the then market value of the Premises, subject to this Easement, less the amount of any outstanding security deeds, liens or other encumbrances of a monetary nature of record against the Premises, which encumbrances shall either be satisfied or assumed as part of the purchase price. The purchase price shall be determined by agreement of Grantor and Grantee, or, in the absence of such agreement, by a committee of three appraisers, one to be selected by Grantor, one to be selected by Grantee, and the other to be designated by the two appraisers selected by Grantor and Grantee respectively.

Exercise by Grantee of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

14. Notice from Government Authorities. Grantor shall deliver copies of any notice of violation or lien relating to the Protected Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice, demand, letter, or bill, where compliance is required by law.

15. Noticed of Proposed Sale. Grantor shall promptly notify Grantee in writing of any proposed sale of the Protected Property and provide the opportunity for Grantee to explain the terms of the Easement to potential new owners prior to sale closing.

16. Liens. Any lien on the Protected Property created pursuant to any paragraph of the Easement may be confirmed by judgment and foreclosed by Grantee in the same manner as a mechanic's lien, except that no lien created pursuant to this Easement shall jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Protected Property.

BINDING EFFECT; ASSIGNMENT

17. Runs with the Land. Except as provided in paragraphs 5 and 20.2, the obligations imposed by this Easement shall be effective in perpetuity and shall be deemed to run as a binding servitude with the Protected Property. This Easement shall extend to and be binding upon Grantor and Grantee, their respective successor's interest, and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor" and "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to the Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, an owner of the Protected Property shall have no obligation pursuant to this instrument where such owner shall cease to have any interest in the Protected Property by reason of a *bona fide* transfer. The restrictions, stipulations, and covenants contained in this Easement shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser

estate in the Protected Property or any part of thereof, including, by way of example and not limitation, a lease of all or a portion of the Protected Property.

The following general provisions shall apply:

(a) The interpretation and performance of this Easement shall be governed by the laws of the State of South Carolina.

(b) If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.

(c) The covenants, terms, conditions and restrictions of this Easement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and permitted assigns and shall run with the title and continue as a servitude running in perpetuity with the Property.

18. Assignment. Grantee may convey, assign, or transfer this Easement to a unit of federal, state or local government or to a similar local, state, or national organization whose purposes, *inter alia*, are to promote preservation or conservation of historic, cultural, or architectural resources, and which at the time of the conveyance, assignment, or transfer is a qualified organization under Section 170(h)(3) of the Internal Revenue Code, provided that any such conveyance, assignment, or transfer requires that the preservation and conservation purposes for which the Easement was granted will continue to be carried out.

19. Recording and Effective Date. Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this instrument in the land records of Richland County, South Carolina. Grantor and Grantee intend that the restrictions arising under this Easement take effect on the day and year this instrument is recorded in the land records of Richland County, South Carolina.

PERCENTAGE INTERESTS; EXTINGUISHMENT

20.1 Percentage Interests. For purposes of allocating proceeds pursuant to paragraphs 20.2 and 20.3, Grantor and Grantee stipulate that as of the date of this Easement, Grantor

and Grantee are each vested with real property interests in the Protected Property and that such interests have a stipulated percentage interest in the fair market value of the Protected Property. Said percentage interests shall be determined by the ratio of the value of the Easement on the effective date of this Easement to the value of the Protected Property, without deduction for the value of the Easement, on the effective date of this Easement. The values on the effective date of the Easement shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Code. The parties shall include the ratio of those values with the Baseline Documentation (on file with Grantor and Grantee) and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction. For purposes of this paragraph, the ratio of the value of the Easement to the value of the Protected Property unencumbered by the Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Protected Property thereby determinable shall remain constant, except that the value of any improvements made by Grantor after the effective date of this Easement is reserved to Grantor. Parties agree that said percentage interest in real property shall not exceed Eight Thousand (\$8,000.00) Dollars.

20.2 Extinguishment. Grantor and Grantee hereby recognize that circumstances may arise that may make impossible the continued ownership or use of the Protected Property in a manner consistent with the Purpose of this Easement. Such circumstances may include, but is not limited to, partial or total destruction of the Buildings resulting from casualty. Extinguishment must be the result of a final judicial proceeding in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or as a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and after the satisfaction of prior claims and any costs or expenses associated with such sale, Grantor and Grantee shall share in any net proceeds resulting from such sale in accordance with their respective percentage interests in the fair market value of the Protected Property, as such interests are determined under the provisions of paragraph 20.1, adjusted, if necessary, to reflect a partial termination or extinguishment of this Easement. All such proceeds received by Grantee shall be used by Grantee in a manner consistent with Grantee's primary purposes. Net proceeds shall also

include, without limitation, net insurance proceeds. In the event of extinguishment, the provisions of this paragraph shall survive extinguishment and shall constitute a lien on the Protected Property with the same effect and priority as a mechanic's lien, except that such lien shall not jeopardize the priority of any recorded lien of mortgage or deed of trust given in connection with a promissory note secured by the Protected Property.

20.3 Condemnation. If all or any of the Protected Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking. Grantor, shall, and at the option of Grantor, the Grantee may join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Protected Property that are subject to the taking and all incidental and direct damages resulting from the takings. After the satisfaction of prior claims and net expenses reasonable incurred by Grantor and Grantee in connection with such taking, Grantor and Grantee shall be respectively entitled to compensation from the balance of the recovered proceeds in conformity with the provisions of paragraph 20.1 and 20.2 unless otherwise provided by law.

INTERPRETATION

21. Interpretation. The following provisions shall govern the effectiveness, interpretation, and duration of the Easement.

- (a) Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Protected Property shall not apply in the construction or interpretation of this Easement, and this instrument shall be interpreted broadly to effect its Purpose and the transfer of rights and the transfer of rights and restrictions on use herein contained.
- (b) This instrument may be executed in two counterparts, one of which, may be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern.
- (c) This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Easement according to its terms, it being the intent of the parties to agree and to bind themselves, their successors, and their assigns in perpetuity to

each term of this instrument whether this instrument be enforceable by reason of any statute, common law, or private agreement either in existence now or at any time hereafter. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter hereof.

- (d) Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between any such ordinance or regulation and the terms hereof, Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purpose of both this Easement and such ordinance or regulation.
- (e) To the extent that Grantor owns or is entitled to development rights which may exist now or at some time hereafter by reason of the fact that under any applicable zoning or similar ordinance the Protected Property may be developed to use more intensive (in terms of height, bulk, or other objective criteria regulated by such ordinances) than the Protected Property are devoted as of the date hereof, such development rights shall be subject to Grantee approval subject to Section 2.1 and shall not be exercised in a manner that would interfere with the preservation and conservation purposes of the Easement.

AMENDMENT

22. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement, provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Code and the laws of the State of South Carolina. Any such amendment shall be consistent with the protection of the conservation and preservation values of the Protected Property and the Purpose of this Easement; shall not affect its perpetual duration; shall not permit additional residential development of the Protected Property other than the residential development permitted

by this Easement on its effective date; shall not permit any private inurement to any person or entity; and shall not adversely impact the overall architectural, historic, natural habitat, and open space values protected by this Easement. Any such amendment shall be recorded in the land records of Richland County, South Carolina. Nothing in this paragraph shall require Grantor and Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

MORTGAGE SUBORDINATION

At the time of the conveyance of this Easement, the Property is subject to a Mortgage/Deed of Trust dated _____, and recorded in the Land Records of _____ at Book/Liber _____, Page/Folio _____ (hereinafter "the Mortgage"/"the Deed of Trust") held by _____ (hereinafter, "Mortgagee"/"Lender"). The Mortgagee/Lender joins in the execution of this Easement to evidence its agreement to subordinate the Mortgage/the Deed of Trust to this Easement under the following conditions and stipulations:

23. The Mortgagee/Lender and its assignees shall have a prior claim to all insurance proceeds as a result of any casualty, hazard, or accident occurring to or about the Property and all proceeds of condemnation proceedings, and shall be entitled to the same in preference to Grantee until the Mortgage/the Deed of Trust is paid off and discharged, notwithstanding that the Mortgage/the Deed of Trust is subordinate in priority to the Easement; provided, however, that if the Easement is terminated under the circumstances described in Paragraphs 20.2 and 20.3, Grantee shall be entitled to compensation in accordance with the terms set forth therein.

24. If the Mortgagee/Lender receives an assignment of the leases, rents, and profits of the Property as security or additional security for the loan secured by the Mortgage/Deed of Trust, then the Mortgagee/Lender shall have a prior claim to the leases, rents, and profits of the Property and shall be entitled to receive the same in preference to Grantee until the Mortgagee's/Lender's debt is paid off or otherwise satisfied, notwithstanding that the Mortgage/Deed of Trust is subordinate in priority to the Easement.

25. The Mortgagee/Lender or purchaser in foreclosure shall have no obligation, debt, or liability under the Easement until the Mortgagee/Lender or a purchaser in foreclosure under it obtains ownership of the Property. In the event of foreclosure or deed in lieu of foreclosure, the Easement is not extinguished.

26. Nothing contained in this paragraph or in this Easement shall be construed to give any Mortgagee/Lender the right to violate the terms of this Easement or to extinguish this Easement by taking title to the Property by foreclosure or otherwise.

27. Protection of Entire Building. Grantor and Grantee agree that that the restrictions of this Easement shall apply to the entire exterior of the Buildings (including the front, sides, rear, and height of the Buildings), and that no change to the exterior of the Buildings may be made by Grantor except as provided herein.

28. Inconsistent Changes Prohibited. Grantor and Grantee agree that Grantor shall not undertake, and Grantee shall not permit, any change to the exterior of the Buildings which would be inconsistent with the historical character of such exterior.

29. Certification of Qualification of Grantee Under Penalty of Perjury. By execution of this Easement, Grantor and Grantee agree, and hereby certify under penalty of perjury, that Grantee is a qualified easement-holding organization (as defined in Section 170(h)(3) of the Internal Revenue Code) with a purpose of environmental protection, open space preservation, or historic preservation, and that the Grantee has both the resources to manage and enforce the restrictions of this Easement and a commitment to do so.

30. This Easement reflects the entire agreement of Grantor and Grantee. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution of this agreement, unless set out in this instrument.

TO HAVE AND TO HOLD, the said Preservation Easement, unto said Grantee and its successors and permitted assigns forever. This HISTORIC PRESERVATION EASEMENT DEED may be executed in two counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but both of which together shall constitute one instrument.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands and seals as of this _____ day of _____, 2015.

Signed, Sealed, and Delivered
In the Presence of:

Witness 1 Grantor **Hangar Preservation Development LLC**

Witness 2

STATE OF SOUTH CAROLINA)

COUNTY OF)

PERSONALLY appeared before me _____ and made oath that (s)he saw the within named _____ sign, seal and his act deed, deliver the written Historic Preservation Easement Deed and that (s)he with _____ witnessed the execution thereof.

SWORN to before me this _____ day of , 2015.

[signature of witness 1]

(SEAL)
Notary Public for South Carolina.

My Commission Expires: _____

PALMETTO TRUST FOR HISTORIC

Witness 1

Stephen R. McCrae, Jr.
Its President

Witness 2

STATE OF SOUTH CAROLINA

COUNTY OF

PERSONALLY appeared before me _____ and made oath that (s)he saw the within-named THE PALMETTO TRUST FOR HISTORIC PRESERVATION, by and through _____, its _____ President, sign, seal and as the act and deed of the said corporation, deliver the written Historic Preservation Easement Deed and that (s)he with _____ witnessed the execution thereof.

[signature of witness 1]

SWORN to before me this day of 2015.

(SEAL)
Notary Public for South Carolina.

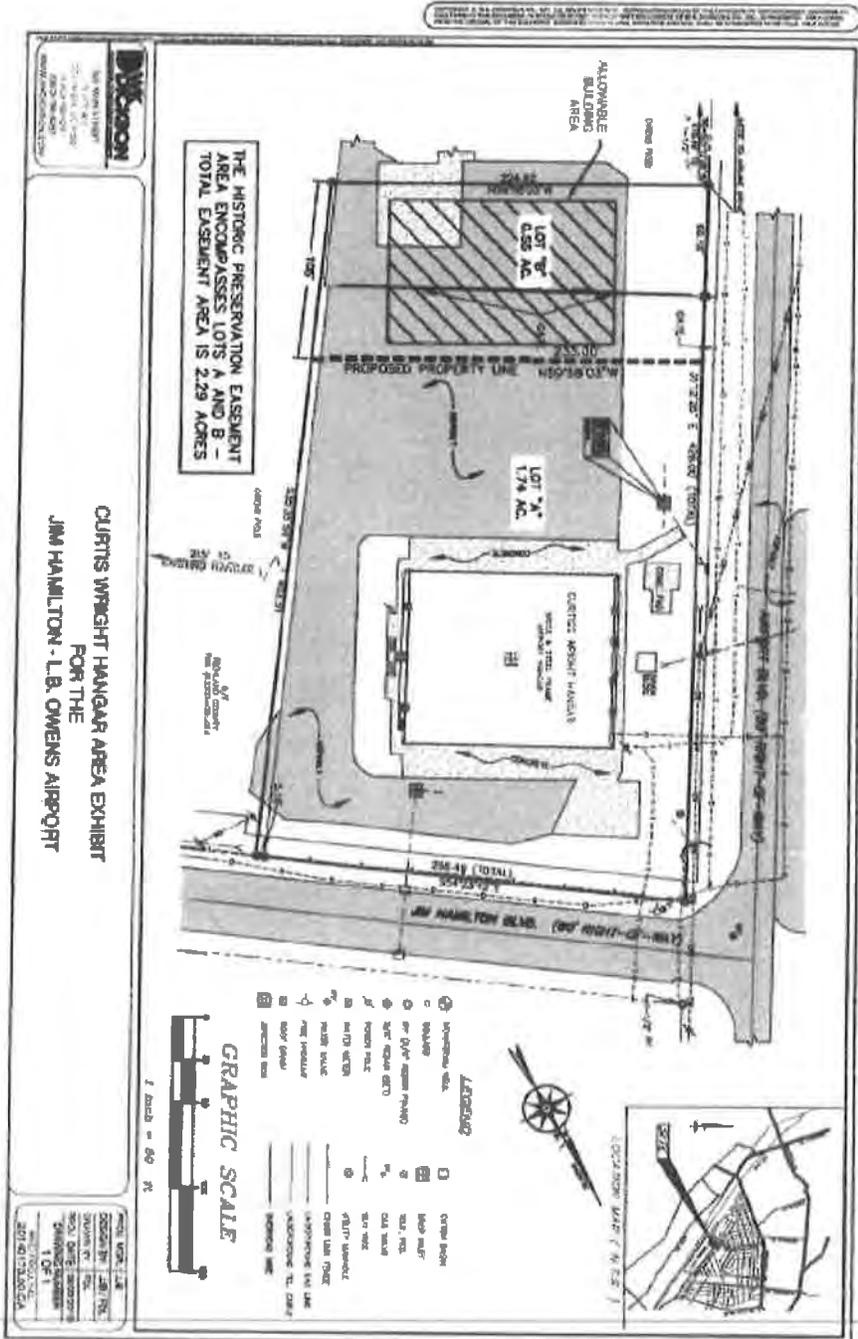
My Commission Expires: _____

Exhibit A
Legal Description of Protected Property
PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land, lying and being in the City of Columbia, Richland County, State of South Carolina, being located at the southern corner of the intersection of Airport Boulevard and Jim Hamilton Boulevard and being more fully shown and designated on a boundary survey of the Curtiss Wright Hangar Parcel at the Jim Hamilton - L.B. Owens Airport prepared for Richland County by W.K. Dickson dated January 07, 2013 and being a portion of Richland County tax map number R13702-09-01A and having the following metes and bounds to wit:

Beginning at a 5/8" rebar found at the intersection of the southeastern margin of the right-of-way of Airport Boulevard and the southern margin of the right-of-way of Jim Hamilton Boulevard being the point of beginning, Thence; along the southern margin of the right-of-way of Jim Hamilton Boulevard S 54°23'42" E, for a distance of 256.49', to a 5/8" rebar set on the southern margin of the right-of-way of Jim Hamilton Boulevard. Thence; with the common lines of Richland County S 35°35'59" W, for a distance of 402.91', to a 5/8" rebar set. Thence; continuing with the common line of Richland County, N 59°58'03" W, for a distance of 224.92', to a 5/8" rebar set on the southeastern margin of the right-of-way of Airport Boulevard. Thence; along the southeastern margin of the right-of-way of Airport Boulevard, N 31°12'26" E, for a distance of 426.00' to the point of beginning and containing 99,570 square feet or 2.29 acres.

Exhibit B
Plat of Protected Property
Including Lots A and B
And Showing the Allowable
Building Area on Lot B



Intentionally

Left

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Richland County Council Request of Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Section 21-20, Road Paving Program; so as to add language regarding a design exception for paved surface width

First Reading: September 15, 2015

Second Reading:

Third Reading:

Public Hearing:



Design Exception addition to Dirt Road Paving Ordinance

Discussion Points:

Included in the March 3, 2015 Council agenda was a motion from Mr. Washington which was forwarded to this committee: "Have the Richland County Transportation Department explore the development of a "Pave-In-Place" ordinance to be included in the Penny Sales Tax Program."

This motion was discussed in the Dirt Road Committee Agenda held on April 28th, and held in committee with the guidance to route an ROA through departments to solicit input on its feasibility. The ROA was routed by the Transportation Department on May 13th, and began legal review on May 20th. This item was on the last Dirt Road Ad Hoc Committee Agenda held on July 21st, and deferred by the Committee until the September meeting at the request of the legal department to allot further time to study the topic.

The Transportation Department is in support of limited "Pave-In-Place" for roads that meet the following criteria:

- Less than 500' in length
- Classified as Low-volume by traffic volume
- Are not classified as through roads

If this criteria is adopted with the intent to allow design exceptions for paved roadway width it could apply to a total of 34 roads countywide and 26 roads listed as funded by the Dirt Road Paving Ordinance formula.

September 8th Dirt Road Committee Meeting:

During the September 8th Dirt Road Committee Meeting the Committee directed staff to bring back the ordinance the Legal Department worked up to add Design Exceptions to the Road Paving Ordinance and that document is included in your agenda. In addition, staff was directed to add this ordinance as a first reading item for the September 15th Council Agenda. Furthermore, staff was to study how many more roads would be eligible for these Design Exceptions if the maximum length were increased to 750' and 1,000'. That information is also included in this agenda. To summarize this is how many roads would be eligible for these design exceptions should the maximum length change:



<u>Length</u>	<u>Total Number of Eligible Roads</u>
500'	34
750'	70
1,000'	121

September 15th Council Committee Meeting:

On September 15th Council approved first reading of the ordinance amendment and directed staff to add the amendment to the existing road paving ordinance for second reading. In addition, Council asked staff to show what the projected cost savings may be if the maximum road length proposed by staff for design exceptions was increased to 750' or 1,000'. Design exceptions are not intended for use as cost savings, but only in the event that an obstacle such as a home hinders converting a dirt road to a paved road with the existing design requirements. Keeping the maximum length of road that can be considered for this design exception at 500' continues to be the recommendation from staff in an effort to ensure low vehicular speeds along any road paved with a design exception. However, below is a table that illustrates what savings may be realized should the maximum roadway length be increased.

Maximum Roadway Length (Feet)	Total Number of Eligible Roads	Number of Funded Roads Eligible	Approximate Savings (Dollars)
500'	34	26	\$154,841
750'	70	51	\$463,035
1,000'	121	79	\$1,071,796

**This assumes reducing pavement width by 3' down to total paved roadway of 15'*

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; SECTION 21-20, ROAD PAVING PROGRAM; SO AS TO ADD LANGUAGE REGARDING A DESIGN EXCEPTION FOR PAVED SURFACE WIDTH.

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

SECTION I. The Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Section 21-20, Road paving program; is hereby amended to read as follows:

Sec. 21-20. Road paving program.

(a) Road construction and paving projects administered by the county and funded from public funds shall be accomplished in accordance with a consistent, systematic program established and administered by the Director of Transportation, in conjunction with and with the support of the Director of Public Works, or his/her designee. Such program shall have the following basic characteristics:

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

(b) The county engineer, or his/her designee, will acquire and maintain the following data on all roads proposed for paving:

- (1) Name;
- (2) County road number;
- (3) Map location code;
- (4) Beginning and ending points;
- (5) Length in miles and hundredths of a mile; and

(6) Council district.

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

- (1) Number of homes accessed from the road;
- (2) Number of businesses accessed from the road;
- (3) Number of churches accessed from the road;
- (4) Maintenance difficulty factor; and
- (5) "Through road" factor.

For the purpose of determining the number of homes, businesses and churches accessed from a road, only those on parcels with no existing paved road frontage will be counted except when the distance from the paved road to the building exceeds 1,320 feet.

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

A road's priority for paving will be established by the lowest cost per occupant, church, or business. Lowest cost per occupant (P) is calculated by the formula:

$$P = \frac{\text{Cost}}{H+B+C+T}$$

Where:

H = Number of points accredited for homes.

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

B = Number of points accredited for businesses.

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

C = Number of points accredited for churches.

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

T = Through road factor. If the road is a through road, two points are accredited to T. If the road is not a through road, zero points are accredited to T.

L = Length of the road in miles and hundredths.

Cost = Estimated Cost (\$800,000 per mile x L).

(e) A road's paving may be given top priority provided that all costs incurred by the county to pave it are paid by its adjacent property owners. Such costs may be included as an assessment on the tax bill of the property owners, to be paid over no more than a fifteen (15) year period with an interest charge equal to that paid by the county for bonds issued to fund construction. The county council may elect to have the total costs, plus interest, of the improvements allocated between the property owners either by a front footage assessment ratio, or by each lot being assessed an equal share of the costs and interest. Establishment of this assessment shall require approval of eighty percent (80%) of the property owners.

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

(g) The Director of Transportation or his/her designee, in conjunction with and with the support of the county engineer, or his/her designee, shall, establish appropriate alternate design and construction standards for low volume rural roads as a means of ensuring maximum cost effectiveness of road paving funds.

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

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

Mileage refers to dirt road mileage in the county road maintenance system (i.e. public dirt roads that are routinely maintained by county public works forces). Roads will be selected for paving based on distribution/availability of funds and priority within that council district, as determined by the uniform road rating system contained in this section.

(i) The Alternative Maintenance Paving Program shall consist of two categories, Pave-In-Place and Alternative Surface Treatment, which are defined as follows:

- (1) The Pave-In-Place Program shall allow for the placement of hot mix asphalt on low volume/light duty dirt roads that meet the following criteria:

- a) The road must be within a publicly dedicated right-of-way of a minimum width of 50 feet. A right-of-way width of no less than 30 feet may be considered if in the judgment of the Director of Public Works a safe roadway with adequate drainage may be constructed.
 - b) The road base may be reinforced by the use of Portland cement stabilization of the in-place materials or other stabilization products determined by the Director of Public Works to be equal or better.
 - c) The road to be improved shall not interconnect existing streets or serve developable vacant land that would result in the potential of exceeding 400 vehicles per day. The road shall not serve existing businesses or vacant land zoned for business uses that would generate traffic exceeding 400 vehicles per day or truck traffic exceeding 24 vehicles per day.
 - d) Roads improved under this section may conform to AASHTO Guidelines for Geometric Design of Very Low-Volume Local Roads (2001) for horizontal and vertical alignment if determined by the Director of Public Works to be appropriate for the local situation.
 - e) Roadway bases reinforced by the above methods shall be overlaid with 1½ inches of hot mix asphalt surface course. The paved surface width shall be no less than 22 feet. A pavement width of no less than 18 feet may be considered if in the judgment of the Director of Public Works a safe roadway with adequate drainage may be constructed.
- (2) Alternative Surface Treatment allows for the placement of materials other than asphalt as the travel surface for roadways. Types of Alternative Surface Treatment may include:
 - a) Triple Treatment Surface Course;
 - b) Rubberized Asphalt;
 - c) Milled Asphalt.
 - (3) Roads in the Alternative Maintenance Paving Program may be improved by geographical location in lieu of the priority list referenced in the aforementioned section of this ordinance to reduce mobilization cost. The decision shall be at the discretion of the Director of Transportation.
 - (4) In order to incorporate community input before roads are paved, notice shall be sent by the ~~Department of~~ County Transportation Department, ~~or its designee~~, by mail to all abutting property owners whose property would be

~~affected by any such change. requiring a~~ A return receipt ~~to~~ from the last known address of all ~~abutting~~ property owners will be required. ~~whose property would be affected by any such change.~~ Each such owner shall have thirty (30) days to respond. If twenty-five (25%) percent or more of all such property owners decline said road paving, then the subject road shall not be paved.

(j) Design exceptions for dirt road paved surface widths less than eighteen (18) feet.

Design exceptions for paved surface widths less than the minimum eighteen (18) feet may be considered for dirt roads, as follows:

- (1) The dirt road must be equal to or less than 500 feet in total length.
- (2) The road must be classified as low volume by traffic volume per the County Low Volume Design Manual dated November 2013 which equates to traffic volumes less than 400 vehicles per day.
- (3) The road must not be classified as a through road.
- (4) If a dirt road being considered for paving meets the criteria for design exception stated in paragraphs (j) (1), (2), and (3), above, then following steps must be taken before a design exception is approved:
 - a) The Director of Transportation and the Director of Public Works shall take a scoping visit and conduct a design field review of the road to identify conflicts that may preclude installing a minimum paved surface width of eighteen (18) feet.
 - b) Staff shall obtain and review crash data for the road by number and types of crashes, including fatal crash rate.
 - c) A Design Exception Form shall be completed documenting the proposed design exception and the justifications therefore.
 - d) Then, when he/she deems it appropriate, the Director of Transportation shall make a recommendation for a paved surface width design exception to the Director of Public Works. The Director of Public Works shall make the final determination of whether to approve the paved surface width design exception and shall maintain a record of all approvals and denials.
- (5) Regardless of the above, in no case shall a paved surface width be allowed less than fifteen (15) feet.

(6) The above design exception shall apply only to paved surface widths of dirt roads in limited circumstances and shall not allow for exceptions to any other design, asphalt, drainage, or construction standards.

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chairperson

ATTEST THIS THE _____ DAY
OF _____, 2015.

S. Monique McDaniel
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: September 15, 2015
Public Hearing:
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject:

Motion to request Legal Department assess potential liability of permitting human occupied watercraft at Pinewood Lake

September 22, 2015 – The Committee forwarded this item to Council without a recommendation.

Richland County Council Request of Action

Subject:

Motion to Name Courtroom 2b in the Judicial Center The Ada Harper James Courtroom

Notes:

At the September 8, 2015 Richland County Council meeting Mr. Rose made the following motion:

Move Council to name courtroom 2b of the Richland County Judicial Center located at 1701 Main Street the Ada Harper James courtroom in honor of her distinguished 21 years of service to the Honorable Judge Casey Manning and Richland County.

Staff will present this item for the Committee's consideration at a future Committee meeting.

September 22, 2015 – The Committee recommended that Council approve naming courtroom 2b of the Richland County Judicial Center located at 1701 Main Street the Ada Harper James courtroom.

Richland County Council Request of Action

Subject: Motion to Name Courtroom 2b in the Judicial Center The Ada Harper James Courtroom

A. Purpose

County Council is requested to consider a motion by Mr. Rose to move Council to name Courtroom 2b of the Richland County Judicial Center located at 1701 Main Street the Ada Harper James courtroom in honor of her distinguished 21 years of service to the Honorable Judge Casey Manning and Richland County.

B. Background / Discussion

At the September 8, 2015, Richland County Council meeting Mr. Rose made the following motion:

Move Council to name courtroom 2b of the Richland County Judicial Center located at 1701 Main Street the Ada Harper James courtroom in honor of her distinguished 21 years of service to the Honorable Judge Casey Manning and Richland County.

Richland County owns the Judicial Center located at 1701 Main Street. Staff has

C. Legislative / Chronological History

September 8, 2015 motion by Mr. Rose.

D. Financial Impact

None associated with this amendment.

E. Alternatives

1. Consider the motion and proceed accordingly.

2. Consider the motion and do not proceed accordingly.

F. Recommendation

Recommended by: Councilmember Rose
Department: County Council
Date: 9/8/15

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.

FinanceReviewed by: Daniel Driggers

Date: 9/14/15

 Recommend Council approval Recommend Council denial

Comments regarding recommendation:

Policy decision left to Council discretion.

Clerk of CourtReviewed by: Jeanette McBride

Date: September 30, 2015

 Recommend Council approval Recommend Council denial

Comments regarding recommendation:

I have done extensive research on naming of courtrooms after employees of the courthouse. I have communicated with every Clerk of Court in the state through email. The majority of the Clerks in the state have never named a courtroom after a state or county employee. One clerk that have served the state for over 30 years advised me that it would open up "a can of worms" if I agreed to do this..

The clerks that have named courtrooms after individuals did it for long serving or retiring judges that have provided distinguished service to the judiciary. One clerk named a courtroom after one of her employees that had given exemplary service to the clerk's office and the judicial system.

I do not question Mrs. Ada James's dedication to Judge Manning. However, I would be more inclined to name a courtroom after Judge Manning or Chief Justice Jean Toal for their outstanding service to the Judicial System. When this proposal was presented to me by Judge Manning and Councilman Rose I told both of them I would support the motion after I did some research. I received lots of negative feedback from clerks all over the state and therefore I cannot support this proposal.

Legal

Reviewed by: Brad Farrar

Date: 10/1/15

 Recommend Council approval Recommend Council denial

Comments regarding recommendation: A mix of policy and legal issues. Recommend checking request against Council's recently passed ordinance relative to the naming of public buildings and the like. Also, consider S.C.Code Ann. Section 14-17-210 and guidance related thereto, which can be discussed at Council's pleasure.

AdministrationReviewed by: Warren Harley

Date: 10/1/15

 Recommend Council approval Recommend Council denial

Comments regarding recommendation: Policy decision left to Council discretion

Richland County Council Request of Action

Subject:

Sheriff's Department - Budget Amendment for the Purchase of Security Cameras

September 22, 2015 – The Committee recommended that Council approve the purchase and deployment of an additional 33 digital night vision capable cameras boxes (132 total cameras) from Statewide Security by the Sheriff's Department without a funding source.

Richland County Council Request of Action

Subject: Sheriff's Department - Budget Amendment for the Purchase of Security Cameras

A. Purpose

County Council is requested to approve a budget amendment from the County's General Fund for the purchase and deployment of an additional 33 digital night vision capable cameras boxes (132 total cameras) from Statewide Security by the Sheriff's Department. The previous deployment of (5) five cameras has solved countless crimes including murder, burglary, aggravated assault and sexual assaults; the increase in the number of cameras will allow the Sheriff's Department to impact crime across County Council Districts.

B. Background / Discussion

Over the past two years several Council members had proposed the purchase of 22 cameras to be placed across the County as needed for crime. These previous proposals by Council were for \$69,000 annual cost to cover the installation and monitoring. The Department has developed a plan to fund 132 total cameras (4 cameras in each box) at a much lower cost than previously anticipated. These additional cameras will be deployed to address crime trends, across Council Districts, and allow the Department to situate cameras where and when they are needed.

Currently, the Sheriff's Department is paying for and utilizing (5) five cameras under a partnership with Statewide Security (a local business owner and Richland County resident). This allows the Department to deploy cameras into high crime areas and affect change in those communities. Importantly, this partnership with Statewide Security has and will allow our technology and technical support to mirror that of CPD's. The partnership with Statewide allows the footage to be accessible 24 hours a day 7 days a week and most importantly for the cameras to be moved, at a moment's notice, to locations where crime may or may have occurred. It will marry existing technology, service and security agreements and equipment between CPD and Statewide Security and between RCSD and Statewide Security.

One of our biggest successes has been a grocery and gas station where the installation of cameras caused crime and calls for service to go down 70%. People used to loiter in the parking lots which led to crimes of opportunity like armed robbery, auto theft, theft from auto and narcotics sales and use; to name a few. Additional examples of the use of cameras that has led to arrests:

1. Hockey masked bandit who did a series of armed robberies between several jurisdictions.
2. Sexual assault (case originated in Five Points and ended in the County)
3. Gang related shooting on Highway 277 into a car
4. Murder case from Starlight subdivision on Bluff Road
5. Tripp's Cleaners armed robbery on Broad River Road
6. Aggravated assault case at Broad River Rd and Zimelcrest Drive.

It has been proven time and again that the deployment of cameras results in crime prevention, criminal apprehension and arrest of those who would prey on our citizens - positively impacting the quality of life for our neighborhoods.

The Sheriff's Department is asking Council to allocate the funds necessary to deploy additional cameras across Richland County; funding the set up/equipment costs and the monthly monitoring costs.

C. Legislative / Chronological History

This is a needed upgrade and in addition to our current 5 cameras; the increase is necessary due to calls for service, County size and in an effort to positively impact more of the County.

There is no legislative history associated with the request. However, this is an important purchase and unique due to the reduced cost and importance of marrying existing technology, service and security agreements and equipment between CPD and Statewide Security and between RCSD and Statewide Security.

D. Financial Impact

This purchase will cost \$26,000 set up cost (first year only) and \$2,600 monthly monitoring, maintenance and technical support (total annual cost \$31,200). The first year total cost is \$57,200, which is the cost for support, maintenance, monitoring and installation.

E. Alternatives

1. Approve a budget amendment from the County's General Fund in the amount of \$57,200 for the first year costs to purchase and deploy an additional 33 digital night vision capable cameras boxes (132 total cameras) from Statewide Security by the Sheriff's Department. This approval will allow our technology and technical support to mirror that of CPD's cameras.
2. Do not approve the budget amendment from the County's general fund in the amount of \$57,200 to purchase and deploy an additional 33 camera boxes/132 cameras and it will greatly reduce our ability to capture criminals and fight crime.

F. Recommendation

It is recommended that Council approve the request for the equipment upgrade, service contract and deployment of this equipment across the County.

Recommended by: Major Chris Cowan

Department: Sheriff's Department

Date: August 26, 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

✓ Recommend Council approval

Date: 9/8/15

Recommend Council denial

Comments regarding recommendation:

Request is an off-cycle budget request and was not included in FY16 budget request. Therefore recommendation is approval of project but would encourage an alternative 3 to include that approval require that funding be identified within existing appropriated funds.

Procurement

Reviewed by: Cheryl Patrick

Date: 9/9/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement has no issue with this purchase provided documentation from the City of Columbia Police Department and Statewide Security is provided (prior to purchase) to ensure the purchase of the cameras does constitute a true parallel system of continuity and partnership and not circumvent the County's procurement process.

Legal

Reviewed by: Elizabeth McLean

Date: 9/15/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Subject to Procurement's approval, this is a policy decision left to Council's discretion.

Administration

Reviewed by: Warren Harley

Date: 9/16/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The need for cameras notwithstanding, Administration recommends because this is an off-cycle request it be evaluated in the 2016 budget year. As an alternative Administration would recommend the department consider identifying funding within its current budget.



COLUMBIA POLICE DEPARTMENT

"Policing Excellence through Community Partnerships"

W.H. Holbrook
Chief of Police
Columbia Police Dept.
Columbia S.C.

The City of Columbia Police Department supports the Richland County Sheriff's Department's continued efforts to expand its camera surveillance footage.

Currently, CPD has more than 100 surveillance cameras placed in strategic locations across the City. In fact, the effort, fully implemented and financially supported by City Council since 2014 has played a significant role in identifying crime suspects, capturing clear pictures of getaway vehicles, and provided CPD Investigators with valuable information to help solve violent crimes. Equally important, the system has located missing persons, corroborated a reported crime, and helped Officers prove a false report.

Moreover, with a more concerted effort to expand the RCSD's camera system, CPD can continue its partnership with RCSD to identify and locate suspected criminals who often cross jurisdictional lines. Both agencies, as well as additional law enforcement partners can utilize the cameras which serve as a public safety initiative.

W.H. Holbrook

*Chief William H. "Skip" Holbrook
Office of the Chief of Police
#1 Justice Square, Columbia, SC 29201
(803)545-3500*

Richland County Council Request of Action

Subject:

Extension of Lease Agreement for the County Magistrate Office

September 22, 2015 – The Committee recommended that Council approve the request to extend the lease agreement for an additional two (2) years with Woodland Village, LLC for office space for the County’s Waverly Magistrate Office located at 2712 Middleburg Drive. Staff will provide Council with a clean copy of the draft extension agreement prior to the October 6, 2015 Council meeting.

Richland County Council Request of Action

Subject: Extension of Lease Agreement for the County Magistrate Office

A. Purpose

County Council is requested to extend the lease agreement with Woodland Village, LLC for office space for the County's Waverly Magistrate Office located at 2712 Middleburg Drive through September 14, 2017.

B. Background / Discussion

The County currently has a five year lease agreement with Woodland Village, LLC for the Waverly Magistrate Office that will expire on September 14, 2015.

The lease renewal is for an additional two years and includes the same terms, conditions and rental rate of the current lease agreement.

Council approval of the extension of the lease agreement will allow the operations at the Waverly Magistrate Office to continue uninterrupted.

C. Legislative / Chronological History

6/30/2010 – Lease Agreement with Woodland Village, LLC was extended for five years – see attached agreement.

D. Financial Impact

The financial impact to the County would be the monthly rental rate for 24 months. The FY16 funding for the rental cost associated with the extension of this lease (\$36,960) was included in the approved FY16 budget for the Magistrate.

E. Alternatives

1. Approve the request to extend the lease agreement with Woodland Village, LLC for office space for the County's Waverly Magistrate Office located at 2712 Middleburg Drive through September 14, 2017.
2. Do not approve the request to extend the lease agreement with Woodland Village, LLC for office space for the County's Waverly Magistrate Office located at 2712 Middleburg Drive through September 14, 2017.

F. Recommendation

It is recommended County Council to extend the lease agreement with Woodland Village, LLC for office space for the County's Waverly Magistrate Office located at 2712 Middleburg Drive through September 14, 2017.

Recommended by: Donald Simons

Department: Magistrate

Date: 8/19/2015

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: 8/31/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation

Funds are available as stated.

Legal

Reviewed by: Elizabeth McLean

Date: 9/15/15

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Warren Harley

Date: 9/15/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation

LEASE EXTENSION AGREEMENT

This Lease Extension Agreement is made this ____ day of _____, 2015 by and between Woodland Village, LLC (Landlord) and Richland County (Tenant) for a space of approximately 2,950 sq. ft at Suite 106, Middleburg Plaza, 2712 Middleburg Drive, Columbia, South Carolina. Landlord and Tenant hereby agree to renew this Lease for an additional period of two (2) years upon the same terms and conditions and same rental rate. This two-year extension shall commence _____, 2015 and terminate _____, 2017. Provider acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Provider of the unavailability and non-appropriation of public funds.

Except as amended above, all the terms and conditions of this Lease shall remain the same.

IN WITNESS WHEREOF, the parties have signed below.

LANDLORD:

WOODLAND VILLAGE, LLC

By_____

TENANT:

RICHLAND COUNTY

By_____

LEASE EXTENSION AGREEMENT

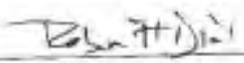
This Lease Extension Agreement is made this 30th day of June, 2010 by and between Woodland Village, LLC (Landlord) and Richland County (Tenant) for a space of approximately 2,950 sq. ft at Suite 106, Middleburg Plaza, 2712 Middleburg Drive, Columbia, South Carolina. Landlord and Tenant hereby agree to renew this Lease for an additional period of five (5) years upon the same terms and conditions and same rental rate. This five-year extension shall commence September 15, 2010 and terminate September 14, 2015. Provider acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Provider of the unavailability and non-appropriation of public funds.

Except as amended above, all the terms and conditions of this Lease shall remain the same.

IN WITNESS WHEREOF, the parties have signed below.

LANDLORD:

WOODLAND VILLAGE, LLC

By 

TENANT:

RICHLAND COUNTY

By 


 Approved by the Board of Commissioners
 No Opinion Rendered As To Validity

WOODLAND VILLAGE PARTNERSHIP

2712 MIDDLEBURG DRIVE
SUITE 208
COLUMBIA, SOUTH CAROLINA 29204
(803) 799-1229

September 13, 2000

Richland County
Attn: Milton Pope
P.O. Box 192
Columbia, SC 29202

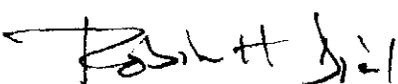
RE: Commencement Date of Lease for Suite 106, Middleburg Plaza

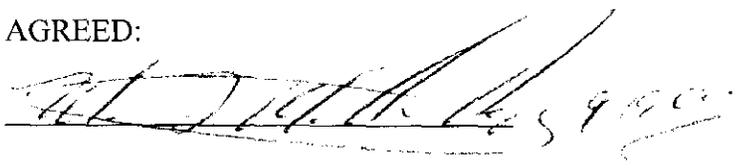
Dear Sirs:

Please accept this letter as a Lease Commencement Date Agreement for your space in Suite 106, Middleburg Plaza Office Building, 2712 Middleburg Drive, Columbia, South Carolina. The lease will commence on September 15, 2000 and the initial term shall terminate September 14, 2005. Please sign below and return one copy for our records.

Sincerely,

WOODLAND VILLAGE PARTNERSHIP

By 

AGREED:


THE MIDDLEBURG PLAZA OFFICE BUILDING

2712 Middleburg Drive

Columbia, South Carolina 29204

LEASE

THIS LEASE made and entered into this 14th day of August, 2000 by and between Woodland Village Partnership, hereinafter called "Landlord," and Richland County, hereinafter called "Tenant."

WITNESSETH:

In consideration of the covenants and agreements of the respective parties herein contained, the parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives and permitted assigns, do hereby agree as follows:

A. DEMISED PREMISES:

Landlord by these presents does hereby demise and let unto Tenant, and Tenant leases and hires from Landlord for the term and upon the rental, covenants and agreements herein set forth those certain premises located in the State of South Carolina, County of Richland, City of Columbia in The Middleburg Plaza Office Building, 2712 Middleburg Drive. Said premises are known as Suite 106 consisting of approximately 2,950 square feet and are shown in red on Exhibit A.

B. TERM AND DELIVERY OF PREMISES:

TO HAVE AND TO HOLD the said premises unto Tenant for a term of Five (5) years, beginning on the 15th day of September, 2000 and ending on the 14th day of September, 2005.

However, if for any reason Landlord fails to give possession of the demised premises on September 15, 2000, then this lease and payment of rent will commence as of the day possession is given. If the term of this lease shall commence on a day other than the first day of a calendar month, rental shall be paid by the portion of the month in proportion to the monthly rental rate as herein provided and the term provided for in this lease shall be extended so as to cause the expiration of the term to be on the last day of the last month of the term.

C. COVENANTS AND CONDITIONS OF LEASE:

This Lease is made on the following covenants and conditions which are expressly agreed to by Landlord and Tenant:

1. RENT: Tenant agrees to pay as rental to Landlord, the annual sum of Thirty Five Thousand Four Hundred and no/100 (\$35,400.00) Dollars, said sum to be in lawful money of the United States, payable in equal monthly installments of Two Thousand Nine Hundred Fifty and no/100 (\$2,950.00) Dollars. Said rental shall be payable monthly in advance to the office of Woodland Village Partnership. Rent is due on the first day of each month and shall not be withheld for any reason whatsoever. In the event Tenant shall fail to pay each rental on the due date or within ten (10) days thereafter, a late charge of two (2%) percent of the monthly rental or \$25.00, whichever is greater, shall be added to the rental for each such late payment and the same shall be treated as additional rent.

2. AUTHORIZED USE: Premises are to be used only for executive, general administrative and office purposes and such other purposes as are usual in connection therewith pertaining to the Tenant's business as the Waverly Magistrate and for no other purposes. Tenant agrees not to abandon or vacate the leased premises or use or permit them to be used for any offensive, noisy or dangerous trade or business, or any use in violation of laws, ordinances, and regulations of any governmental body or authority applicable to the premises. Tenant will not obstruct entries and passageways so as to interfere with use thereof by other tenants.

3. TENANT ALTERATIONS: Tenant shall not make, or suffer to be made, any alterations of the premises, or any part thereof, without the written consent of the Landlord. Any such improvements made with permission or without permission such as permanent partitions, wall to wall carpet, lighting, attached shelving, etc. shall

Please Initial:

Landlord EHD

Tenant [Signature]

at the option of Landlord become the property of Landlord without its obligation to pay for same and such property may not be removed unless requested by Landlord. Tenant may install at its expense and without Landlord's consent trade fixtures, movable office partitions, furniture and equipment and other personal property, and may remove same at any time any damage to the premises caused thereby shall be repaired by Tenant. Tenant shall not install or maintain any equipment, partitions, furniture, or apparatus, the weight or operation of which would tend to injure or be detrimental to the premises or unreasonably annoy or disturb other Tenants. Tenant shall at all times keep the premises free and clear of any lien or encumbrance of any kind created by Tenant's acts under this paragraph or otherwise or by its omission.

4. **TENANT'S MAINTENANCE AND REPAIR OF PREMISES:** Tenant agrees not to suffer or commit any waste and to keep and to do whatever is necessary to maintain the interior of its premises in good condition and repair, natural deterioration by ordinary use and reasonable wear, fire, the elements, acts of God excepted. Tenant shall replace all broken glass in the leased premises except when such may be covered by Landlord's normal fire and extended coverage insurance policy, and shall repair any damage, wilful or otherwise, to the premises, caused by it, its agents, invitees or clients.

5. **LANDLORD'S MAINTENANCE AND REPAIR OF PREMISES:** Landlord shall at its own expense keep and maintain in good repair and working order the heating and air conditioning equipment, plumbing, roof, foundation and exterior walls, electricity and fixtures, and parking lot. Landlord agrees to make all repairs that may become necessary by reason of fire, acts of war, insurrection or riot, earthquake, other elements including damage by termites, fungus growth or dry rot. Landlord shall be under no obligation to inspect the premises and Tenant shall be responsible for notifying Landlord in writing of any needed repairs after which Landlord shall have a reasonable time in which to make such repairs. Landlord shall not be held liable for any damage to Tenant for failure to make any such repairs unless due to Landlord's gross negligence.

6. **SERVICES AND UTILITIES FURNISHED BY LANDLORD:** Landlord shall, at its own expense, supply to Tenant in or upon the premises during the term of this lease the following services and utilities only as specifically indicated:

- (a) electricity, heating and air conditioning during the hours of 7:00 a.m. to 9:00 p.m., Monday through Friday. Electricity shall be furnished only for lighting and ordinary business appliances, such as typewriters, adding machines and computers.
- (b) hot and cold running water
- (c) janitorial service in accordance with usual and customary schedule.
- (d) replacement light bulbs (fluorescent or building standard only)

Landlord reserves the right to stop service temporarily on any of the foregoing because of accident or emergency or for repairs, alterations, replacement or improvements that are necessary or desirable in Landlord's judgment.

7. **ADJUSTMENTS IN RENT: NOT APPLICABLE**

8. **ENTRY BY LANDLORD:** Landlord shall have the right to enter the premises at reasonable times for the purpose of inspection or exhibiting the same to prospective purchasers or tenants, posting notices or supervising any necessary repairs, maintenance or modification required herein to be performed by Landlord to the same or any adjoining space.

9. **ASSIGNMENT AND SUBLETTING:** Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, by operation of law, and neither all nor any part of the leased premises shall be sublet by Tenant without the written consent of Landlord first had and obtained; however, Landlord agrees not to withhold its consent unreasonably for Tenant to sublet the demised premises.

10. **WAIVER OF COVENANTS:** It is agreed that the waiving of any of the covenants of this Lease 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.

11. **DEFAULT BY TENANT:** If Tenant shall make default in the payment of the rent reserved hereunder, or any part thereof, 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 Tenant, or if the leased premises or any part thereof shall be abandoned or vacated or assigned or sublet in violation of paragraph 9 hereof, or if Tenant shall be dismissed therefrom by or under any authority other than Landlord, or if Tenant shall file a voluntary petition in bankruptcy or if Tenant 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

Please Initial: Landlord RHD Tenant Joa

of Tenant or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for Tenant or the leased premises or if any proceedings shall be commenced for the reorganization of Tenant or if the leasehold estate created hereby shall be taken on execution or by any process of law or if Tenant shall admit in writing its inability to pay its obligations generally as they become due, then Landlord may, at its option, terminate this Lease, without notice, and Landlord or Landlord's agents and servants may immediately, or at any time thereafter, re-enter the leased premises by force, summary proceedings or otherwise, and remove all persons and property therein, without being liable to indictment, prosecution or damage thereof, and Tenant hereby expressly waives the service of any notice in writing of intention to re-enter said premises. Landlord may, in addition to any other remedy provided by law or permitted herein, at its option re-let said premises on behalf of Tenant, applying any monies collected first to the payment of expenses of resuming or obtaining permission, and second to the payment of costs of placing the leased premises in rentable condition, including leasing commission, and third to the payment of rent due hereunder, and any other charges due to Landlord. Any surplus remaining thereafter shall be paid to Tenant and Tenant shall remain liable for any deficiency in rental which shall be paid upon demand therefor to Landlord.

12. **INSURANCE MAINTAINED BY TENANT:** Tenant shall maintain during the entire term of this Lease and during such other time as Tenant occupies the Leased Premises or any part thereof, at Tenant's expense" (a) a Commercial General Liability policy for bodily injury, personal injury and property damage or comparable coverage under a self-funded/excess liability program for the Tenant's liability on the leased premises with coverage amounts sufficient to meet the limits set for under the S.C. Tort Claims Act in Section 15-78-120, as may be amended. (b) Commercial Property Insurance on a Special Form or comparable "all-risk" form at replacement cost to protect its personal property and other property interests.

13. **DEFAULT OF LANDLORD:** If at any time during the term hereof Landlord shall default in any of its obligations under this lease, Tenant may give the written notice to Landlord and to the first mortgage liens of its intention to terminate the lease, together with a statement of the nature of such default, and such termination shall become effective on the ninetieth (90th) day after the date of such notice unless (a) such default shall be cured within ninety (90) days after such notice or (b) if the default is of such a nature that it cannot be cured within such period, the necessary steps to cure such default are duly taken within such period and are thereafter diligently pursued.

14. **HOLDING OVER:** In case Tenant holds over after the end of the term herein provided such tenancy shall be from month-to-month only, and not a renewal hereof; subject, however, to every other term, covenant and condition of this lease, and the rent shall be at 1.25 times the monthly rate of the last year of the lease term, plus the adjustment for increased taxes and cost of services as set forth in paragraph 7, using the Base Tax Year and the Base Expense Year specified in paragraph 7.

15. **DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY:** If the demised premises or any part thereof shall be damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the demised premises without expense to Tenant subject to delays due to adjustment of insurance claims, strikes and other causes beyond Landlord's control. If such damage or destruction shall render the premises untenantable 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 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 replacement cost) of the building or buildings on the demised premises Landlord shall notify Tenant within thirty (30) days after such fire or casualty of his intention to rebuild the premises, and shall, as soon as practicable thereafter, perform all necessary repairs and restoration. If the demised premises are rendered untenantable in whole or in part following such fire or casualty and during the rebuilding period, the rent shall be abated wholly or proportionately for the period of untenantability, but the Lease shall otherwise continue in force. If Landlord fails to notify Tenant of its intention to rebuild within the thirty-day period specified herein, Tenant shall have the option to terminate this Lease forth-with. A total destruction of the building shall automatically terminate this Lease.

Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the leased 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. Wilful 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.

16. **CONDEMNATION:** In the event any part of the premises shall be taken or condemned at any time during the term hereof through the exercise of the power of eminent domain, with or without litigation, and Tenant shall determine that the remaining portion of the premises are not reasonably suitable for its use and occupation, Tenant may, by giving written notice to Landlord within ninety (90) days after the date of such taking, terminate this lease and Landlord shall refund any unearned rent paid in advance by Tenant. If Tenant does not terminate this lease as provided above, this lease shall continue in force as to the remaining portion of the demised premises and in such event the monthly rental thereafter payable by Tenant hereunder shall be adjusted and prorated in the exact ratio which the value of the premises remaining after such condemnation bears to the value of the premises immediately preceding the

Please Initial: Landlord PHD Tenant [Signature]

condemnation, and Landlord shall, at its own expense, make any repairs or alterations to said premises which may be necessary by such condemnation.

In the event of the taking of all or any portion of the premises, Landlord and Tenant shall be free to pursue independently their claim against the condemning or taking authority for the amount of any damage done to them respectively as a result thereof, and neither party shall make claim against the other as result of condemnation nor shall either be entitled to any part of the others condemnation award.

17. **ENFORCEMENT:** If any action at law or in equity shall be brought to recover any rent under this lease, or for or on account of any breach of or to enforce or interpret any of the covenants terms or conditions of this lease or for the recovery of the possession of the leased premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's cost a reasonable attorney's fee, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

18. **QUIET ENJOYMENT:** Landlord agrees that Tenant, keeping and performing the covenants herein contained on the part of Tenant to be kept and performed, shall at all times during the term of this lease peaceably and quietly have, hold and enjoy the premises.

19. **NOTICES :** Any notice, demand or other instrument or written communication required or permitted to be given, served, made or delivered hereunder may be given, served, made or delivered by mailing the same by registered mail in a sealed envelope, postage prepaid, and if to Tenant, addressed to Tenant at Richland County, Attn: Milton Pope, P.O. Box 192, Columbia, SC 29202, and if to Landlord, addressed to Landlord at Woodland Village Partnership, Suite 208, 2712 Middleburg Drive, Columbia, SC 29204.

Any such notice, demand or other instrument or written communication mailed as above provided shall be deemed to have been given, served, made or delivered at the time that it was placed in the mail with sufficient postage attached.

20. **BUILDING DIRECTORY:** Landlord shall install and maintain a building directory and reserves the right to limit the number of listings. Landlord shall pay the cost of its identification on the building directory.

21. **RULES AND REGULATIONS:** Tenant shall comply with all rules and regulations of the office building, which rules and regulations are attached hereto and hereby made a part of this agreement. Any violation of said rules shall be deemed to be a violation of the covenants of this Lease. Landlord shall have the right to make reasonable additions and amendments to said rules and regulations from time to time and such additions and amendments shall be as binding on Tenant as if set forth herein.

22. **SURRENDER OF PREMISES:** Tenant agrees to turn over all keys and to surrender the leased premises at the expiration or sooner termination of this lease or any extensions thereof, broom-clean and in the same condition as when delivered to Tenant or as altered, pursuant to the provisions of this lease, ordinary wear and tear and damage by the elements excepted, and Tenant shall remove all of its property. Tenant agrees to pay a reasonable cleaning charge should it be necessary for Landlord to restore or cause to be restored the premises to the same condition as when delivered to Tenant.

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

24. **LANDLORD'S LIABILITY:** The term "Landlord" as used in this Lease means only the owner for the time being of the building in which the Premises are located. Landlord shall be under no personal liability with respect to any of the provisions of this lease and if Landlord is in default with respect to its obligations under this Lease Tenant shall look solely to the equity of the Landlord in the Premises for the satisfaction of Tenant's remedies. It is expressly understood and agreed that Landlord's liability under the terms of this Lease shall in no event exceed the loss of its equity interest in the Premises.

25. **TENANT'S PLANS:** Landlord will perform all work identified as "Landlord's Work" on the attached Exhibit B. All other work shall be the responsibility and cost of Tenant. Tenant shall make no improvements, additions, alterations, shelving, painting or wallpapering to the leased premises without the prior written consent of Landlord. All additions, alterations and improvements allowed by Landlord shall be deemed to be the property of Landlord and shall not be removed by Tenant without Landlord's consent.

Please Initial:

Landlord PHD

Tenant [Signature]

26. **INABILITY TO PERFORM:** Landlord shall not be liable for failure to furnish any services or perform any other obligations hereunder when such failure is caused by accidents or conditions beyond the control of Landlord, or by repairs, labor disturbances or disputes of any character whether resulting from or caused by Landlord or otherwise; nor shall Landlord be liable under any circumstances for loss of or injury to property, however occurring, through or in connection with or incidental to any such failure, nor shall any such failure relieve Tenant from duty to pay the full amount of rent herein reserved, or constitute or be construed as a termination of this Lease, a default hereunder by Landlord or a constructive or other eviction of Tenant.

27. **SECURITY DEPOSIT: NOT APPLICABLE**

28. **SUBORDINATION, ATTORNMENT & ESTOPPEL:** Tenant agrees that this Lease shall be subordinate to any mortgages, now or hereafter encumbering the land and buildings of which the Premises are a part or upon any buildings hereafter placed upon the land of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof. This provision shall be self operative and no further instrument of subordination shall be required by any mortgagee. However, the Tenant, upon request of any party in interest, shall execute promptly such instrument or certificates to carry out the intent hereof as shall be required by the Landlord.

If any mortgagee elects to have this Lease superior to its mortgage and signifies its election in the instrument creating its lien or by separate recorded instrument then this Lease shall be superior to such mortgage. Notwithstanding any other provision hereof, it is agreed that this Lease shall not be subordinate to any mortgage other than a first mortgage unless the holder of such other mortgage agrees in the instrument creating its lien or by separate recorded instrument not to disturb the possession of the Tenant hereunder so long as Tenant is not in default under the terms of this Lease. The term "mortgage" as used herein, includes any deed of trust and the lien resulting from any other method of financing or refinancing.

Within ten (10) days after request therefor by Landlord, the Tenant agrees to execute and deliver in recordable form an estoppel certificate to any mortgagee or proposed mortgagee or purchaser or to the Landlord certifying (if such be the case) that this Lease is unmodified and in full force and effect (and if there has been modification, that the same is in full force and effect as modified and stating the modifications); that there are no defenses or offsets against the enforcement thereof or stating those claimed by the Tenant, and stating the date to which rentals and other charges are paid. Such certificate shall also include such other information as may be reasonably required by mortgagee.

Tenant shall, in the event any proceedings are brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Premises, atorn to the purchaser at any such foreclosure sale, and recognize such purchaser as the Landlord under this lease.

29. **ENTIRE AGREEMENT:** This lease and the exhibits attached hereto and forming a part hereof set forth all of the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the leased premises. No subsequent alteration, amendment, change or addition to this lease, nor any surrender of the term, shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

30. **NO PARTNERSHIP:** Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with Tenant.

31. **ADDITIONAL PROVISIONS:** Insofar as the following provisions conflict with any other provision of this lease, the following shall control:

31(A) **OPTIONS TO RENEW:** Landlord hereby grants to Tenant the Option to Renew this Lease for five (5) additional periods of one (1) year each upon the same terms and conditions and at the same annual rental rate. Tenant shall give written notice of its exercising of an Option to Renew to Landlord at least ninety (90) days prior to the termination of the initial Lease term (or an Option Renewal period).

31 (B) **TENANT'S UPFITTING CONTRIBUTION:** Tenant shall pay to Landlord the sum of Forty Six Thousand Three Hundred and no/100 (\$46,300.00) Dollars upon delivery of the space to Tenant for occupancy.

Please Initial:

Landlord

PHD

Tenant

Jay

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

WITNESS:

LANDLORD:

WOODLAND VILLAGE PARTNERSHIP

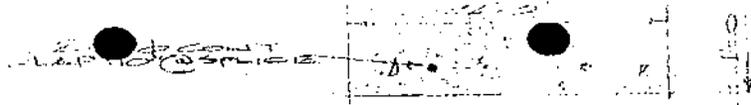
BY John H. Dial

TENANT: RICHLAND COUNTY

BY J. Jeffery [Signature]
155 E. [Signature]

Please Initial: Landlord _____

Tenant [Signature]



NOTE:
SEE PLAN

TYP. 12" CONC. BLOCK WALL OF
SCALE: 1/4" = 1'-0"

Middleburg Place
Suite 106 - Approximately 2,950 sq. ft.

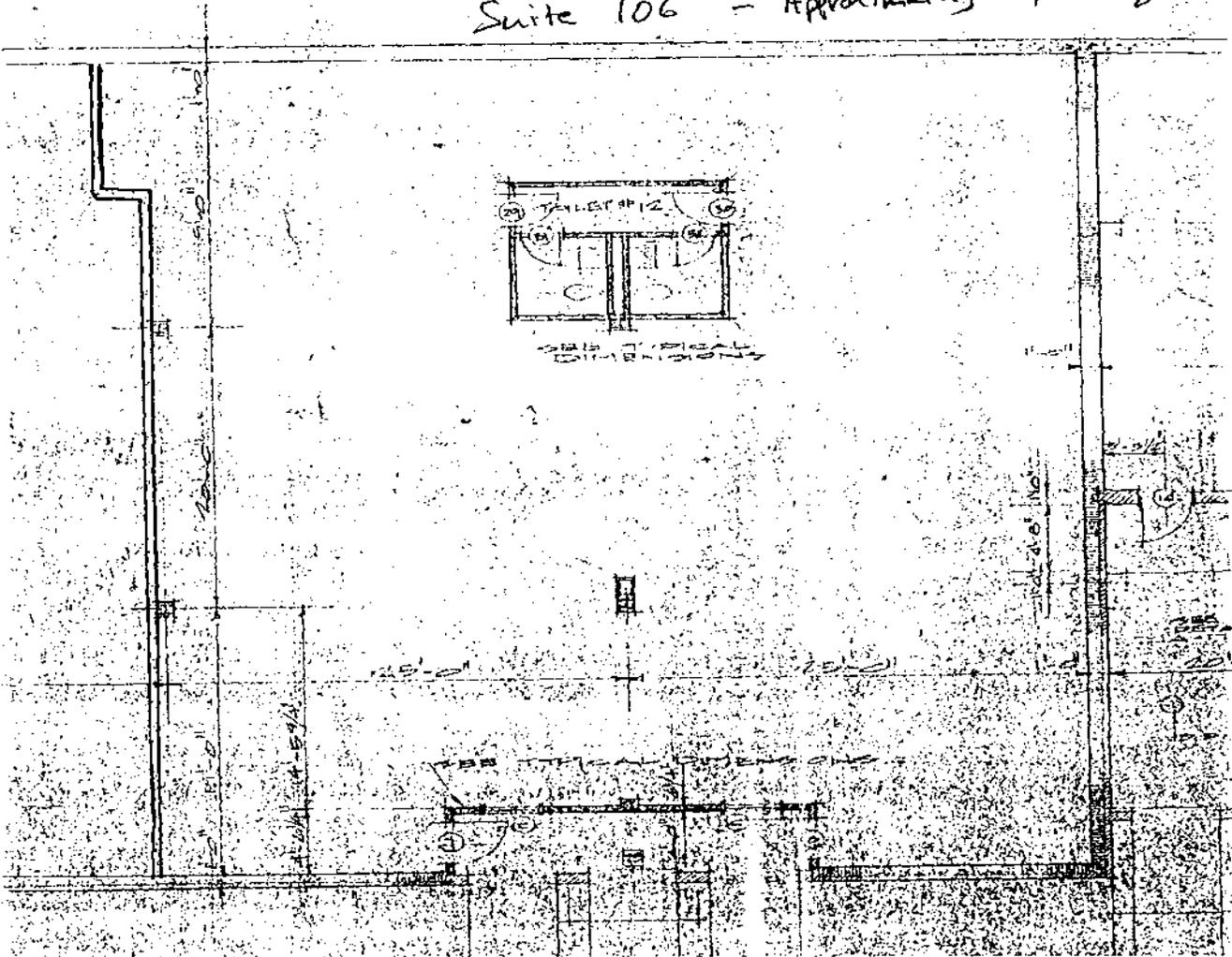


Exhibit "A"

RHD
mcl
C

MIDDLEBURG PLAZA OFFICE BUILDING

Rules and Regulations

1. No sign, picture, advertisement, or notice shall be displayed by Tenant on any exterior part of the building unless the same is first approved by Landlord. Any such sign, picture, advertisement, or notice approved by Landlord shall be painted or installed at Tenant's expense. No awnings, curtains, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the demised premises without the prior written consent of the Landlord and including approval by the Landlord of the quality, type, design, color, and manner attached.

2. Tenant further agrees that its use of electrical current shall never exceed the capacity of existing feeders, risers or wiring installation. Any additional electrical wiring shall be done by Landlord's electrician or supervised by such electrician, and Tenant shall bear the expense of such additional materials and installation.

3. The Tenant shall not do or permit to be done in or about the demised premises or said building anything which shall increase the rate of insurance on said building or its property, or obstruct or interfere with the rights of other tenants of Landlord or annoy them in any way, including, but not limited to, using any musical instrument, making loud or unseemly noises, or singing, etc.; nor use the demised premises for sleeping, lodging, or cooking by any person at any time except with permission of Landlord. Tenant will be permitted to use for its own employees within its premises a conventional coffee maker. No vending machine of any kind will be installed, permitted or used on any part of the demised premises without Landlord's prior written permission. No part of said building shall be used for gambling, immoral, or other unlawful purposes. No intoxicating beverage shall be sold or used in said building without prior written consent of the Landlord. No area outside of the demised premises shall be used for storage purposes at any time.

4. No bicycles, vehicles or animals of any kind shall be brought into said building or kept in or about the premises.

5. The sidewalks, entrances, passages, corridors, halls, elevators, and stairways shall not be obstructed by Tenant or used for any purpose other than those for which same were intended as ingress and egress. No window shall be covered or obstructed by Tenant. Toilets, wash basins, and sinks shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, or other obstructing substances shall be thrown therein.

6. No additional lock, latch or bolt of any kind shall be placed upon any door nor shall any changes be made in existing locks or mechanism thereof without written consent of Landlord. At the termination of this lease, Tenant shall return to Landlord all keys furnished to Tenant by Landlord, or otherwise procured by Tenant, and in the event of loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.

7. Landlord shall have the right to prescribe the weight, position, and manner of installation of heavy articles such as safes, machines, and other equipment which Tenant may use in the demised premises. No safes, furniture, boxes, large parcels, or other kind of freight shall be taken to or from the demised premises or allowed in any elevator, hall or corridor at any time except by permission of and at times allowed by Landlord; such articles may be taken in or out of said building only between or during such hours as may be arranged with and designated by Landlord. The persons employed to move the same must be approved by Landlord. In no event shall any weight be placed upon such floor by Tenant so as to exceed 50 pounds per square foot of floor space without prior written approval of Landlord.

RAD



Exhibit _____

8. No Tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the demised premises, and no inflammable, combustible or explosive fluid, chemical or substance shall be brought into said building.

9. The building shall be open to Tenant, its employees, and business visitors between the hours of 8:00 a.m. and 6:00 p.m., on all days except Saturdays and Sundays and holidays, and on Saturdays between the hours of 8:00 a.m. and 1:00 p.m. At all other times every person, including Tenant, its employees and visitors entering and leaving said building may be questioned by watchman as to that person's business therein and shall be required to sign such person's name on a form provided by Landlord for registering such person. Landlord shall not be liable for excluding any person from said building during such other times, or for admission of any person to said building at any time, or for damages or loss or theft resulting therefrom to any person including Tenant.

10. Unless explicitly permitted by the Lease, Tenant shall not employ any person other than Landlord's employees for the purpose of cleaning and taking care of the demised premises. Landlord shall not be responsible for any loss, theft, mysterious disappearance of, or damage to, any property, however, occurring.

11. All tenants and occupants shall observe strict care not to leave doors open while air conditioning or heating systems are in operation. No painting shall be done, nor shall any alterations be made to any part of the building by putting up or changing any partitions, doors or windows, nor shall there be any nailing, boring or screwing into the woodwork or plastering, nor shall any connection be made to the electric wires or electric fixtures, without the consent in writing on each occasion of Landlord. All glass, locks and trimmings in or upon the doors and windows of the building shall be kept whole and, when any part thereof shall be broken, the same shall be immediately replaced or repaired and put in order under the direction and to the satisfaction of Landlord and shall be left whole and in good repair. Tenants shall not injure, overload or deface the building, the woodwork or the walls of the premises, nor carry on upon the premises any noisesome, noxious, noisy, or offensive business.

12. If Tenant requires electric wiring for any purpose such wiring shall be done by the electrician of the building only, and no outside wiring men shall be allowed to do work of this kind unless by the written permission of Landlord.

13. In the event the Landlord shall enter the premises under paragraph 15 of the lease, the Landlord shall not be deemed or held guilty of an eviction of the Tenant; and the rent reserved shall in no wise abate while said repairs, alterations, or additions are being made; and the Tenant shall not be entitled to maintain a set-off or counterclaim for damages against the Landlord by reason of loss or interruption to the business of the Tenant because of the prosecution of any such work. All such repairs, decorations, additions, and improvements shall be done during ordinary business hours, or if any such work is at the request of the Tenant to be done during any other hours, the Tenant shall pay for all overtime costs.

14. The driveways and loading zones must be kept free of parked automobiles.

15. All moving of furniture or equipment into or out of the building by Tenant shall be done at such time and in such manner as may be directed by Landlord or his agent.

16. Special requirements of the Tenant will be attended to only upon application to the Landlord or his agent at the building. Landlord's employees shall not perform any work nor do anything outside of their regular duties unless under special instructions from the Landlord.

17. At the end of each business day, Tenant shall see that the doors of said leased premises are closed and securely locked, all lights extinguished and all water outlets turned off before leaving the building.

18. Tenant shall give prompt notice of any accident to or defects in the plumbing, water pipes, electric wire, or heating apparatus, so that same may be attended to promptly.

19. The Landlord reserves the right at any time to rescind any one or more of these rules and regulations, or to make such other and further reasonable rules and regulations as in the Landlord's judgment may from time to time be necessary for the safety, care and cleanliness of the premises, and for the preservation of order herein.

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
AGREEMENT

This Agreement made by WJS Building Services Company, Inc., 3016 McNaughton Drive, Columbia, South Carolina 29223-1810 and WOODLAND VILLAGE PARTNERSHIP, 2712 MIDDLEBURG DRIVE, SUITE 208, COLUMBIA, SOUTH CAROLINA 29204. For and in consideration of the sum of \$.05929 per square foot per month. WJS agrees to perform building maintenance services for Middleburg Plaza, 2712 Middleburg Drive, Columbia, S.C. and will do the following:

SERVICES M-F

(A) FLOORS:

- 1. Floors swept and/or dust mopped with dust control treated mops or other effective tools.
- 2. Carpet vacuumed and spot-cleaned where possible.

(B) REST ROOMS:

- 1. Floors swept and detergent mopped and rinsed.
- 2. Fixtures cleaned and sanitized.
- 3. Mirrors cleaned.
- 4. Fittings and supply pipes kept clean.
- 5. Waste receptacles emptied and resulting debris placed in designated area.
- 6. Paper towel and toilet tissue receptacles refilled.

(C) RECEPTACLES:

- 1. Waste receptacles emptied and resulting debris placed in designated area.
- 2. Plastic liners replaced as necessary from WJS stock.
- 3. Ash trays/urns emptied and wiped clean.

(D) PUBLIC AREAS:

- 1. Floors swept and/or dust mopped with dust control treated mops or other effective tools.
- 2. Carpet vacuumed and spot-cleaned where possible.

(E) DUSTING:

- 1. Desks, filing cabinets, bookcases, chairs, tables and other office furniture dusted. All telephones, calculators, etc. will be moved, dusted thereunder, and replaced to their original locations.
- 2. All low ledges dusted.
- 3. Coffee/lounge tables and chairs wiped clean with a damp cloth.
- 4. All picture frames dusted.

(F) GLASS:

- 1. All entrance glass doors and windows cleaned daily.
- 2. Glass desk tops/tables cleaned and dry polished.
- 3. Partition glass-smudges removed.

* ALL LIGHTS WILL BE CHANGED REGULARLY
PHD JMS

Building Maintenance Agreement
Page 2

(G) MISCELLANEOUS:

1. Water fountains cleaned and sanitized.
2. All lights will be turned off and minimum lights used while work is in progress.

WEEKLY SERVICES

1. All horizontal surfaces dusted, including sills, moldings, ledges, shelves, frames, baseboards, and outlets.
2. All fingerprints removed from doors, frames, handles, light switches, kick and push plates.

MONTHLY SERVICES

1. All tile floors machine polished. Floor finish applied where needed. Care will be exercised during this operation to eliminate damage to office furniture, fixtures and walls. Baseboards will be kept clean.
2. Dust and cobwebs removed from ceiling areas.
3. Dust removed from AC/Heat vents and returns.

SERVICES AVAILABLE UPON REQUEST

1. Carpet cleaned. \$ ~~12~~ per square foot.

.08



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Patrick E. Pinckney
Home Address: 1402 Brennen Rd., Columbia, SC 29206
Telephone: (home) (803) 960-2287 (work) (803) 754-8667
Office Address: 420 McNulty Ave., Blythewood, SC
Email Address: pat.pinckney@yahoo.com
Educational Background: Denmark Tech - 2 yr. degree
Professional Background: Barber

Male [checked] Female [] Age: 18-25 [] 26-50 [checked] Over 50 []

Name of Committee in which interested: Board of Zoning Appeals, Service Center Appeals
Reason for interest: To become more involved in my community and to begin my political interests

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: interact well with people, good listener, honest, hard worker, dedicated, work to find solutions

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

Any other information you wish to give? have been a business owner
Recommended by Council Member(s): Mary Lynn Kinley - Fairfield County Council
Hours willing to commit each month: as many as possible within work schedule

CONFLICT OF INTEREST POLICY

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

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

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

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

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

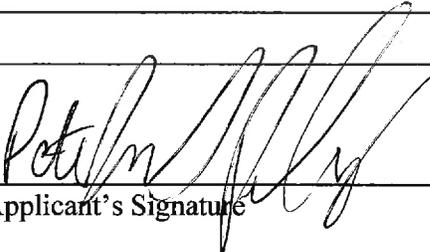
Yes No

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes No

If so, describe: _____


Applicant's Signature

7/8/15
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	

2



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

Applicant must reside in Richland County.

Name: Aaron Dupree

Home Address: 1674 Woodlake Drive, 29206

Telephone: (home) 803-466-3037 (work) 803-744-6859

Office Address: 1333 Main Street, Suite 210, Columbia, SC 29201

Email Address: aaron.dupree@cbre.com

Educational Background: Bachelor of Business Administration from Baylor University

Professional Background: Commercial Real Estate Broker at CBRE

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

Name of Committee in which interested: Board of Zoning Appeals

Reason for interest: Eager to improve the business/overall community, as well as the process through which the county requires its citizens to navigate.

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

Pragmatic business person who works with people and companies in real estate and zoning matters on a regular basis.

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

Any other information you wish to give? _____

Recommended by Council Member(s): Seth Rose and Torrey Rush

Hours willing to commit each month: 3-4

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: As a commercial real estate broker, it is possible that one of my clients, or a client of my company, would come before this board with a real estate project that could potentially result in a commission for me and/or my company. _____



Applicant's Signature

8-11-15 _____
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: Shane Ousey

Home Address: 279 Quiet Pond Way

Telephone: (home) 803-397-8877 (work) 803-743-0600

Office Address: 4910 Trenholm Road Columbia 29206

Email Address: _shane.p.ousey@gmail.com

Educational Background: B.A.- Organizational Communications M.S. – Administration

Professional Background: Retired US Army LTC – 26 years retired Dec 2014 , Homeowner’s Association Management and Development – 1 year, Member of SC House/Senate Joint Committee on HOA legislation, VP of Cooper’s Pond HOA

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

Name of Committee in which interested: Board of Zoning Appeals

Reason for interest: Living in one of the fastest growing section of Richland County I am very conscious of how the development and zoning will impact the community and environment and want to be able to contribute to the decisions involving that developemnt

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I have vast experience in leadership and decision making at the strategic level as well as experience in dealing with community members. Me or my family members have lived in NE Richland County for over 10 total years and have seen the growth and the benefits/drawbacks it can bring to the community first hand. I have the ability to grasp the second and third order effects of strategic decisions and to balance needs of various constituencies.

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

Any other information you wish to give? NO

Recommended by Council Member(s): _____

Hours willing to commit each month: 5-10 or as needed

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the 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: As an HOA manager I work with many Developers on projects that could require a zoning decision

Shane Cleary
Applicant's Signature

Sept 11, 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	



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: David Edmond

Home Address: 309 Calbra St Columbia SC 29126

Telephone: (home) (803) 695-1144 (work) (803) 363-6161

Office Address: _____

Email Address: TNNIS40@hotmail.com

Educational Background: BA Business Administration University of South Carolina

Professional Background: Ministry

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

Name of Committee in which interested: Accommodations Tax

Reason for interest: My background has been in Community Theatricals and Radio Station Manager

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

Presently serve on any County Committee, Board or Commission? Community Theatrical Council

Any other information you wish to give? _____

Recommended by Council Member(s): Councilman Norman Jackson

Hours willing to commit each month: 15 hrs

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.

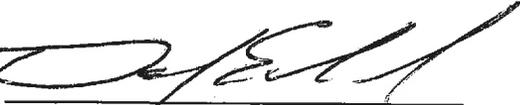
Yes _____ No _____

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: _____



Applicant's Signature

9-5-15

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

2

Ordinance providing for the appointment of Ex Officio members to the public 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]

SCAC Response:

July 14, 2015

County Council is authorized by the state code to enact rules of procedure. There are no statutes in the state code that I can find that prohibit the council from enacting specific rules for the appointment of members ex officio to county boards/commissions.

While I found nothing in the code to prohibit the council rule you discussed, I would address this issue with your county attorney.

John K. DeLoache
Staff Attorney
SC Association of Counties
PO Box 8207
Columbia, SC 29202
(803) 252-7255 toll free in SC 1-800-922-6081
Fax (803) 252-0379

The Employee Grievance Committee

The County Council will appoint a committee composed of seven (7) employees to serve for staggered terms of three (3) years, except that the members appointed initially will be appointed so that their terms will be staggered, and approximately one-third (1/3) of the terms will expire each year.

A member will continue to serve after the expiration of his term until a successor is appointed.

Any interim appointment to fill a vacancy for any cause prior to the completion of a member's term will be for the unexpired term.

Any member may be appointed for succeeding terms at the discretion of the County Council.

All members will be selected on a broadly representative basis from among County employees

Members employed in the same department as the grieving employee and members who have formed an opinion on the issues prior to the hearing, will not participate in that employee's hearing.

The Council will qualify and appoint no fewer than one (1) and no more than four (4) employees to serve for a term of three (3) years as alternate members of the Employee Grievance Committee. In the event three (3) or more permanent members of the committee are disqualified or otherwise unable to participate in a grievance proceeding, such that a quorum of the committee as required by this section would otherwise be unavailable, a sufficient number of alternate members should be called to constitute a quorum so that the grievance may be heard.

Alternate members may seek appointment as interim or permanent committee members as vacancies occur, in which event the council will designate replacement for such alternate members so chosen for full membership on the committee.

The committee annually will select its own chair from among its members. The chair will serve as the presiding officer at all hearings which s/he attends, but may designate some other member to serve as presiding officer in his/her absence. The chair will have authority to schedule and to re-schedule all hearings.

A quorum consists of at least five (5) members, and no hearings may be held without a quorum.

Council Rule Updates:

- Amendment to Rule 1.7b) (Agenda):

b) Placing on Agenda (Methods) - Items for Council consideration is placed on the agenda by one of five methods:

- 1) Committee action, or
- 2) Any item defeated, tabled, or not acted on by committee within 90 days of that item that item having been placed on the committee's agenda may be placed on the Council agenda when the Clerk's Office has received a written request signed by three members of Council, or
- 3) Proclamation introduced by one member of Council presented to the Clerk prior to the agenda deadline, or
- 4) Items authorized by ordinance (e.g. appointment and commissioning of Code Enforcement Officers), or
- 5) The item consists of a notice given to the governing body concerning the location of a proposed home for 9 or fewer mentally or physically handicapped persons; or
- 6) **In the case of a resolution honoring or recognizing a citizen or organization, the same by unanimous consent may be placed on the agenda and voted on during Council's motion period.**

- Amendment to Rule 1.7c)11) (Order of the Agenda):

- 11) Consent items: Items shall consist of those matters that do not require further discussion by Council that have been forwarded to Council by the unanimous vote of the Committee; **provided, however, that an item forwarded to Council by Committee without recommendation shall not be listed as a Consent Agenda item.** Any member of Council can remove an item from the Consent Agenda prior to adoption of the agenda. The Chair has the discretion to place items on the Consent Agenda, if in the judgment of the Chair; those items are unlikely to be debated.

- Amendment to Rule 4.1 (Standing Committees):

Absent exigent circumstances, No no meeting of a standing committee of council shall be scheduled at the same time as another meeting of a standing committee of council.

- Amendment to Rule 4.6 (Legislative Action):

b) ITEMS FOR INFORMATION, DISCUSSION AND/OR PRELIMINARY ACTION-For items on the agenda for information, discussion and/or preliminary action, the committee shall take one of the following actions by majority vote:

- 1) Direct the administrator to bring the item back for action at a specified committee meeting;
- 2) Defer consideration of the item until a specified committee meeting; or
- 3) Receive the item for information or discussion purposes only, and dispose the item from the committee agenda;
- 4) Items so removed will be reported as such by the committee to Council.
- 5) **Notwithstanding items 1 through 4 in this subsection, any item on the Administration and Finance (A&F) or the Development and Services (D&S) Committee agendas listed as an "Item Pending Analysis" must be resolved, tabled or otherwise disposed of within 100 days of that matter's referral to the A&S or D&F Committee.**

Also of note from Council's minutes going back to the Summer of 2012:

- (July 16, 2013) "All applicants for Richland County Boards, Commissions, or Committees will be telephonically notified within 48 hours of Council's decision relating to that appointment and a follow up letter will be mailed within 5 working days to same."

NOTE: Boards, Commissions and Committees are not addressed in Council's rules. As such, this could simply be implemented as a policy decision and may already have been in place for some time, since the guidance is from 2013.

- (March 18, 2014) "All applicants for Richland County Boards and Commissions will be afforded a minimum of one week's advance notice as to the date and time of their respective interviews..."

NOTE: Similar to the preceding item, this could be addressed as a staff policy, and it appears that this policy or practice already has been put into effect.

- (February 5, 2013) "Dissolve the Richland County Appearance Commission and amend the Richland County Conservation Commission's responsibilities to include appearance..."

NOTE: This also appears to already have been accomplished by appropriate ordinance amendments.

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RULES OF RICHLAND COUNTY COUNCIL

Authority

Pursuant to S.C. Code of Laws, 1976, Section 4-9-110 "... The council shall determine its own rules and order of business..." These rules comply with the provisions of the Home Rule Act.

RULE I: MEETINGS

1.1 Applicable Law

All meetings are to be conducted in accordance with the general law affecting meetings of public bodies and such special laws pertaining to Richland County as remain applicable under South Carolina Law.

1.2 Procedure

In all particulars not determined by these rules or by law, the Chair or other presiding officer shall be guided by "Robert's Rules of Order", most recent edition.

1.3 Open Meetings

All meetings of Council, which include committee, subcommittee, and advisory committee meetings, shall be open to the public except as provided for in Section 30-4-10 et.seq. of the South Carolina Code of Laws, 1976, as amended.

Public notice of regularly scheduled meetings, special called meetings, and committee meetings will be given pursuant to Section 30-4-80 of the South Carolina Code of Laws, 1976, as amended.

1.4 Closed Meetings

The Council may go into executive session after a motion to do so is made, seconded, and receives a majority plus one vote of those members present.

The Chair shall, in announcing executive sessions pursuant to Section 30-4-70(a) of the Code of Laws of South Carolina, cite the specific code section supporting the executive session. In preparing the agenda, the Chair shall cite the specific code section and shall announce the specific purpose of the executive session.

For the purposes of this section, "specific purpose" means a description of the matter to be discussed as identified in items (1) through (5) of subsection (a) of Section 30-4-70 of the South Carolina Code of Laws, in such terms that the public could identify the parties to a contract, the person being appointed to a public body, the location of any real property being sold or purchased, the parties and specific subject upon which legal advice is being received, and the subject matter of any administrative briefing. In no event shall the Chair announce the name of a classified employee whose employment is being discussed in executive session or the location of any security devices.

The County Council may hold executive sessions for the purpose of hearing from local and/or state development boards concerning the location of industry when neither the name of the industry nor the location of the property is to be revealed.

1.5 Dates/Times

- a) Regular Meetings- Regular Meetings of County Council shall be held on the first and third Tuesday of each month at 6:00 p.m., unless otherwise scheduled by the Chair for good cause, with the consent of a majority of the Council members present.

- b) Special Meetings- Special Meetings may be called by the Chair or a majority of the members of Council provided that twenty-four (24) hours' notice has been given to Council members and the public. The members of Council must be informed of the subject(s) to be discussed at a special meeting. While special called meetings, absent contrary authority, may be held for any purpose Council desires, two frequent reasons necessitating a special meeting include: 1) a special called meeting that is essentially the result of the rescheduling of a meeting that had been regularly scheduled but for whatever reason needs to be moved to a different date or time (i.e., a regular meeting held at a special time not originally scheduled); and 2) a special called meeting to take up a specific matter or matters (i.e.; a "limited purpose" meeting). A special called meeting that is in essence a regular meeting that has been moved to a time not originally scheduled should follow the agenda order set forth in Rule 1.7c) of these rules. A special called meeting that is for a "limited purpose" or "limited purposes" need not follow the agenda order set forth in Rule 1.7c) of these rules, but instead may follow an agenda that is as specific or general as may be necessary for Council to be informed of the purpose(s) of the limited meeting and to carry out the purpose(s) of the limited meeting.

1) Electronic Participation- During any Special Called meeting, not held in conjunction with a regularly scheduled Zoning Public Hearing and Planning Meeting, any Council member may participate in the meeting via electronic participation as present for the purposes of a quorum. Any Council member participation electronically shall not be allowed to participate in executive session matters. Should an executive session be held, a council member participating electronically may choose to abstain from a vote on the issue discussed in executive session.

No less than five Council members must be physically present to schedule a Special Called Meeting.

For the purposes of this section, "electronic" participation shall mean videoconferencing or teleconferencing which allows all persons participation in the meeting to hear each other at the same time (and, if videoconferencing, to see each other as well).

Electronic participation shall only be allowed in a Special Called meeting of Council.

- c) Zoning Public Hearing Meetings- Zoning public hearing meetings shall be held on the fourth Tuesday of each month at 7:00 p.m., unless otherwise scheduled by the Chair for good cause, with the consent of a majority of the Council members present.

1.6 Quorum

A quorum for the transaction of official business of Council shall consist of six (6) members.

A quorum of a Committee or Subcommittee shall consist of a simple majority of the members comprising said Committee or Subcommittee.

1.7 Agenda

- a) Compilation-The agenda for regular meeting of Council shall be compiled by the Clerk of Council on the Wednesday proceeding the first and third Tuesday of each month. Back-up documents for the agenda for all items must be received by the Clerk of Council by the close of business on the Thursday preceding the meeting at which the item is to be considered.
- b) Placing on Agenda (Methods) - Items for Council consideration is placed on the agenda by one of five methods:
- 1) Committee action, or
 - 2) Any item defeated, tabled, or not acted on by committee within 90 days of that item that item having been placed on the committee's agenda may be placed on the Council agenda when the Clerk's Office has received a written request signed by three members of Council, or
 - 3) Proclamation introduced by one member of Council presented to the Clerk prior to the agenda deadline, or
 - 4) Items authorized by ordinance (e.g. appointment and commissioning of Code Enforcement Officers), or
 - 5) The item consists of a notice given to the governing body concerning the location of a proposed home for 9 or fewer mentally or physically handicapped persons; or
 - 6) **In the case of a resolution honoring or recognizing a citizen or organization, the same by unanimous consent may be placed on the agenda and voted on during Council's motion period.**
- c) Order- the agenda for regular meetings of Council (and those special called meetings that are the result of the rescheduling of a meeting that had been regularly scheduled, as provided for in Rule 1.5b) of these rules) shall consist of the following categories of business, to be taken up by the Chair in the order listed.
- 1) Invocation.
 - 2) Pledge of Allegiance
 - 3) Approval of minutes of previous meetings: a simple majority vote of Council is required to approve minutes. If there are corrections or amendments to the minutes, they may be approved as corrected or amended. Motions to reconsider, rescind, or expunge from the record any previous action must be made prior to adoption of the relevant minutes and any such motion will be placed on the Agenda's Motion Period for debate. Only when an item is

- expunged can it be reconsidered during the Motion Period. The adopted minutes shall note the motion to reconsider, rescind, or expunge.
- 4) Adoption of agenda: a two-thirds majority vote, of those present, is required to adopt the agenda.
 - 5) First County Attorney's Report of Executive Session items: The County Attorney shall report only on those Executive Session items in which the County is represented by outside counsel or in which the County has retained the services of a consultant. Council shall move to take action or to receive as information each item that has been discussed in executive session.
 - 6) Citizen input: Each citizen who has "signed up" to speak before Council may do so for up to 2 minutes; provided, however, the entire citizen input time shall not exceed 30 minutes. Input must pertain to items on the agenda for which no public hearing is required or has been scheduled. Any material that a citizen intends to present to Council, including audio and visual presentations, must be approved by the Clerk of Council prior to the meeting. Exceptions may be made with the consent of a simple majority of those Council members present. The Chair will request that in the event a citizen who has signed up to speak intends to speak, or does speak, on behalf of any group, association, community or anyone besides or in addition to himself or herself, that the speaker advise Council during his or her citizen input of that fact, and name or identify anyone else for whom the citizen is speaking or represents.
 - 7) Report of County Administrator: The County Administrator shall make recommendations or announcements concerning county affairs; but no action shall be taken on any item without proper notice, except in case of extreme emergency.
 - 8) Report of Clerk of Council: The Clerk of Council shall make announcements, if any, concerning county affairs.
 - 8.5) Report of the Chair: The Chair of Council shall make announcements if any, concerning county affairs.
 - 9) Presentations: The party requesting to make the presentation shall set forth 1) the name of the person, group, association or entity making the presentation, 2) the name and contact information for the presenter(s) of spokesperson(s) thereof, and 3) the substance of the presentation. Absent unusual circumstances, the request should be no more than one page in length and should be timely submitted (i.e., in advance of the agenda deadline for the meeting wherein the matter is intended to appear as a presentation "request") to the Clerk's Office. Presentations shall be limited to five (5) minutes per presentation, and shall be heard on the third Tuesday of the month. Presentations of time sensitive matters, as determined by the Chair or Vice-Chair in his absence, of Council may be heard at any regular or special called meeting of Council. All presentation, regardless of topic, shall be approved by the Chair before placement on any Council agenda. No presentation shall be heard which is not on the Council agenda prior to the start of the meeting. No more than three presentations will be allowed at each meeting. The purpose of this rule is so that Council may plan its meetings accordingly, given the variety of presentations and lengths thereof, and to assess the merits

of a given presentation. Presentations shall not be used to request funding or resources support from the County.

- 10) Public Hearings: Each citizen who has “signed up” may speak to Council concerning an item for which there is a public hearing for up to 2 minutes; provided, however, the entire public hearing time for any one item shall not exceed 30 minutes. Any material that a citizen intends to present to Council, including audio and visual presentations, must be approved by the Clerk of Council prior to the meeting. Exceptions may be made with the consent of a simple majority of those Council members present. The Chair will request that in the event a citizen who has signed up to speak intends to speak, or does speak, on behalf of any group, association, community or anyone besides or in addition to himself or herself, that the speaker advise Council during his or her public hearing input of that fact, and name of identify anyone else for whom the citizen is speaking or represents.
- 11) Consent items: Items shall consist of those matters that do not require further discussion by Council that have been forwarded to Council by the unanimous vote of the Committee; **provided, however, that an item forwarded to Council by Committee without recommendation shall not be listed as a Consent Agenda item.** Any member of Council can remove an item from the Consent Agenda prior to adoption of the agenda. The Chair has the discretion to place items on the Consent Agenda, if in the judgment of the Chair; those items are unlikely to be debated.
- 12) Third reading: final approval of Ordinances.
- 13) Second reading.
- 14) Requests by Council members: items may include those that were defeated (or deferred beyond 90 days) by committee and reintroduced by three Council Members’ signatures.
- 15) Second Citizen Input: Any citizen who wishes to introduce an item for consideration not currently under Council’s consideration or bring a concern to Council’s attention may speak for no more than two minutes; provided, however, the entire second citizen input time shall not last longer than 30 minutes. Items for which a public hearing is required or has been scheduled cannot be addressed at this time. Exceptions may be made with the consent of a simple majority of those Council members present. The Chair will request that in the event a citizen who has signed up to speak intends to speak, or does speak, on behalf of any group, association, community or anyone besides or in addition to himself or herself, that the speaker advise Council during his or her citizen input of that fact, and name or identify anyone else for whom the citizen is speaking or represents.
- 16) Second County Attorney’s Report of Executive Session items: The County Attorney shall report on the remaining Executive Session items. Council shall move to take action or to receive as information each item that has been discussed in executive session.
- 17) Motion period/Announcements: Any Council member may make an announcement or introduce an item (excluding resolutions) for referral to a Committee. However, any Council member wishing to make a motion during the “motion period” must have transmitted a written request to the Clerk’s Office by the deadline for posting the agenda of a regularly scheduled

meeting of Council in accordance with the South Carolina Freedom of Information Act (i.e., twenty-four hours prior to such meeting) so that the nature of the motion appears on the agenda. Motions for resolutions and ordinances may be referred to a Committee for further deliberation or, by unanimous consent, the resolution shall be deemed adopted or the ordinance may be sent forward for second reading. Further, any Council member may make a motion directing the county administrator to take action on a county-related matter; and upon approval of a majority of members present and voting, the county administrator shall act upon the directive given.

When referring an item to committee, a Council Member must specify the intent of his or her motion. The Council Member may:

- a) Refer an item to a committee for action.
- b) Refer an item to a committee for discussion.
- c) Refer an item to committee for the purpose of receiving information or an update from staff and/or legal.
- d) Refer an item to committee for a presentation.
- e) Any Council member may make a motion directing the county administrator to take action on a county-related matter; and upon approval of a majority of members present and voting, the county administrator shall act upon the directive given.

If a Council Member does not specify the intent of his or her motion, the Chair shall ask the maker of the motion for clarification. Immediately following each motion, the Chair shall determine the committee to which the item will be referred, according to the guidelines established in Rule 4.1.

Motions for resolutions and ordinances shall generally be referred to a Committee for further deliberation; however, by unanimous consent of council, a resolution shall be deemed adopted or an ordinance placed on the agenda 24 hours prior to the meeting may be given first reading and sent forward to Council for second reading.

- 18) Pending Items: Issues that have been raised by a Council member wherein a response is expected from staff shall be listed on the agenda along with a time frame in which a response from staff will be provided. These items shall be for information only and no discussion shall take place relative to matters listed under Pending Items other than for staff to seek guidance on responding to a Council member's stated issue and for setting a reasonable time frame in which to respond.
 - 19) Adjourn.
- d) Additions - A request to add items to the agenda requires a two-thirds vote of those Council members present.

RULES II: THE CHAIR

2.1 Call to Order

The Chair shall call Council meetings to order at 6:00 p.m. or as soon thereafter as practical on the first and third Tuesday of each month and, if a quorum is present, proceed to the meeting agenda.

2.2 Preservation of Order

The Chair shall preserve order and decorum and, in case of disturbance or disorderly conduct in the Chamber or the lobby, may cause the same to be cleared. The members of Council, and the public who participate in meetings, agree to adhere to the following “Code of Conduct”:

“I pledge that I may disagree, but will be respectful of all. I will direct all comment to the issues. I will refrain from personal attacks.”

2.3 Transgressions of Order

If any member, in speaking or otherwise, transgresses the Rules of the Richland County Council, the Chair shall call him/her to order, or any member may call such transgressions to the attention of the Chair who shall call the transgressor to order. If repeated cries of order are ineffective, the Chair may call a member by name, and if the Chair deems it necessary, shall state the offense committed. The member may be heard in self-defense and shall withdraw from the issue, and the Council shall consider any further proceeding to be had.

2.4 Points of Order

The Chair shall decide all points of order, subject to an appeal by any member. The Chair may require the member raising a point of order to cite the Rule or other authority in support of the question. Upon appeal, no member shall speak more than once and for no longer than ten minutes each, except by permission of the Council.

2.5 Participation

The Chair shall vote in all cases (except when she/he may be personally or pecuniarily interested). If a member does not cast a negative vote or declare his abstaining vote, he shall be recorded as voting in the affirmative. A member may not vote by proxy. If with the vote of the Chair, the Council were equally divided, the question shall be decided in the negative. The presiding officer may give information or explain any matter before the Council, and may speak on points of order in preference to any other member, as often as she/he may deem necessary. The Chair may enter into the debate of the Council, but should not use the office of the Chair to wield influence over the other members.

2.6 Election

The Chair shall be elected at the first regular meeting of the Council in January, or as soon thereafter as may be practical, by the membership of the Council. The Chair shall serve continuously until the following January unless removed by a two-thirds majority vote of the full Council.

2.7 Vice Chair

The Vice Chair shall be elected either at the first regular Council meeting in January or as soon thereafter as may be practical. The Vice Chair shall preside in the absence of the Chair.

2.8 Signatures

The Chair shall sign all ordinances, resolutions and other documents authorized by the Council. In the absence of the Chair, the Vice Chair is authorized to sign official documents.

The Assistant to the Clerk of Council shall serve as Acting Clerk in the absence of the Clerk for the purpose of signing official documents.

RULE III: MEMBERS AND MEMBERSHIP

3.1 Seating

At the first meeting in January after the election and seating of the Chair and Vice Chair, Council members shall select their seats based first on seniority in years of continuous service and then in alphabetical order.

3.2 Attendance

Each member shall be within the Council Chambers during its meetings unless excused or necessarily prevented. The Chair, if notified prior to the meeting, may excuse any member from attendance at meetings of the Council and its committees for any stated period upon reason shown, and such excused absence shall be noted in the minutes.

3.3 Call to Order

When the Council is called to order, every member shall take his/her respective seat and shall act with decorum.

3.4 Speaking

The Chair, when duly addressed by a member, shall hear from the member who, in the opinion of the Chair, shall speak first, by identifying the member. Every member, when about to speak, shall respectfully address the Chair and shall avoid disrespect to the Council, and all personalities, and shall confine all remarks to the question under consideration. No member shall speak more than twice on the same question without leave of Council, except merely to explain meaning. Each member shall be allowed to speak no more than five minutes for debate on any one issue before Council. If a member has the floor and is addressing the body, she/he shall not lose the floor by asking a question of any member of the body. If a member shall be called to order while speaking, she/he shall immediately forfeit the floor until the question of order is decided, unless allowed to proceed, if otherwise, she/he shall not proceed without leave of the Council; and if the case requires it, she/he shall be liable to such other proceedings as the Council may take.

3.5 Original Papers

Any member leaving a meeting of Council or its committees who possesses original papers relating to the business of the Council, shall leave original papers with the Clerk before departing.

RULE IV: COMMITTEES

4.1 Standing Committees

The Chair of County Council shall appoint members of the following standing committees no later than the first regular meeting in February each year:

- a) **Administration and Finance Committee**, consisting of five (5) members, functions as a committee of ways and means to which matters dealing with general-administration and with the budget, capital improvements, taxation, and bond issues should be referred.
- b) **Development and Services Committee**, consisting of five (5) members, functions in the area(s) of general operational matters, economic development, and those matters relating to the functions and activities of the County Department of Public Works and Engineering.
- c) **Rules and Appointments**, consisting of three (3) members, functions as a review, oversight, and advisory body on the rules of County Council concerning appointments to County boards, commissions and committees. The Committee meets on an as needed basis.

The vacancy on a County board, commission, or committee shall be announced at least two meetings prior to Council making the appointment. Such vacancy will be advertised in a local newspaper. Any individual who wishes to apply for service on a County board, commission, or committee must submit an application to the Clerk of Council. The Clerk of Council shall supply the application form. The Clerk shall, on the date designated by the Rules and Appointments Committee, submit all applications to the County Council for its consideration. The County Council shall then, by majority vote, elect an individual to fill the vacancy or vacancies, which exist at that time. After an appointment(s) has been made, applications shall be retained by the Clerk of Council for one (1) year and may be considered upon the request of the applicant whenever a vacancy occurs within that one (1) year period of time.

- d) **Economic Development Committee**, consisting of four (4) members through December 31, 2001, and thereafter consisting of three (3) members, serves to consider economic development matters brought before them and make recommendations to the full Council. The Committee meets on an as needed basis.

Absent exigent circumstances, No no meeting of a standing committee of council shall be scheduled at the same time as another meeting of a standing committee of council.

4.2 Organization

Each of the above-referenced committees shall select a Chair and function primarily as legislative/advisory committees. Once appointed for the year, no member of a committee may be removed by the Chair of Council without the approval of Council. During the remainder of the year, any vacancy occurring on these committees shall be filled in a similar manner as soon as it may reasonably be accomplished. Any member of Council may attend any meeting of the committee, provided, however, only members of the particular committee may vote on matters before that committee.

The Chair of County Council shall be an ex-officio member of the Rules and Appointments Committee and Economic Development Committee.

4.3 Jurisdiction

Unless otherwise ordered, committees shall have jurisdiction only over matters pertaining to the subjects indicated by the names of the respective committees. Personnel matters shall be discussed by the full Council and not by standing or special committees.

4.4 Agendas

Appropriate written backup material for all items of business that are to be included in the Administration and Finance or Development and Services Committee agendas must be delivered electronically to the County Administrator's Office no later than 5:00 p.m. on the date two weeks prior to the committee's scheduled meeting date.

In exceptional circumstances, time-sensitive items received after the deadline may be added to a committee's agenda at the discretion of the committee's Chairperson, provided the addition is made before agendas are printed and distributed. In the event that the Chair of the committee cannot be reached before agendas are printed, then such items may be added with the consent of a majority of the committee's members. If a majority of the committee's members cannot be reached, the Chair of County Council shall have the discretion to add such items. Once the committee agendas have been printed and distributed publicly, changes to the agenda may only be made by the unanimous consent of the committee during the committee meeting.

Agendas with backup information shall be provided to all members of Council on or before the Friday prior to the committee meeting.

4.5 Meetings

Committees shall meet regularly in a room designated by the Committee Chair. No committee shall meet while the Council is meeting without special leave. No committee shall sit unless a quorum is present. No Council member shall be allowed under any circumstances to vote by proxy. Members of Council, whenever possible, shall make inquiries and requests for information at the Committee meetings. Members of the public may address a Committee with the permission of the Committee Chair and with the consent of the Committee; however, any material that a citizen intends to present, including audio and visual presentations, must be approved by the Clerk of Council prior to the Committee meeting.

4.6 Legislative Action

Items referred to a committee for consideration shall be listed under one of the following categories: "Items for Action" or "Items for Information, Discussion, and/or Preliminary Action." Additional agenda categories (including, but not limited to, "Presentations," "Notifications," and "Items Pending Analysis") may be added to the agenda as needed for items not requiring immediate committee action.

- a) **ITEMS FOR ACTION**-For all items requiring action, the committee shall take one of the following actions by majority vote:

- 1) Recommend that Council approve the item, which may or may not include amendments or modifications to the original request;
 - 2) Recommend that Council deny the item;
 - 3) Forward the item to Council without a recommendation;
 - 4) Defer consideration of the item to a future committee meeting;
 - 5) Refer the item to another committee or commission; or
 - 6) Table the item.
- b) ITEMS FOR INFORMATION, DISCUSSION AND/OR PRELIMINARY ACTION-For items on the agenda for information, discussion and/or preliminary action, the committee shall take one of the following actions by majority vote:
- 1) Direct the administrator to bring the item back for action at a specified committee meeting;
 - 2) Defer consideration of the item until a specified committee meeting; or
 - 3) Receive the item for information or discussion purposes only, and dispose the item from the committee agenda;
 - 4) Items so removed will be reported as such by the committee to Council.
 - 5) Notwithstanding items 1 through 4 in this subsection, any item on the Administration and Finance (A&F) or the Development and Services (D&S) Committee agendas listed as an “Item Pending Analysis” must be resolved, tabled or otherwise disposed of within 100 days of that matter’s referral to the A&S or D&F Committee.

4.7 Reports

All committee recommendations requiring formal action by Council shall be included in the agenda and distributed to all members of Council prior to consideration and adoption by Council, provided that if any matter is considered by the majority of any committee to be an emergency, copies of such reports may be furnished to each member of Council at the time of said Council meeting.

All items presented to Council by a committee must carry the committee’s disposition of the item, whether that disposition is a recommendation for approval, a recommendation for denial, no recommendation or to make any other disposition with respect to the item.

Any not reported out to the full council by a committee within 90 days of that item having first appeared on the committee’s agenda may be placed on the Council agenda when the Clerk’s Office has received a written request signed by three members of Council, not less than 24 hours prior to the scheduled meeting.

A minority report may be made if requested. Presentation of the committee’s motion at the regular Council meeting does not require a second.

4.7 a. Recommitting

Any item, which may come before the Council, may be committed or recommitted before a final decision thereon. Provided, however once a motion or matter is forwarded to full

Council from committee, that motion or matter may not be returned to committee other than as directed by Council.

4.8 Budget Work Sessions

The Council shall meet as a Committee of the Whole for budget work sessions prior to first reading of the budget.

RULE V: LEGISLATIVE ACTION

5.1 Emergency Ordinances

To meet public emergencies affecting life, health, safety or the property of the people, emergency ordinances may be adopted upon a two-thirds affirmative vote of the Council members present. Such an ordinance is effective immediately upon its enactment without regard to any public hearing, reading, publication, or notice requirements. It automatically expires after 60 days. Every emergency ordinance shall be designated as such and shall contain a declaration that an emergency exists and describe the emergency.

Emergency ordinances shall not levy taxes, grant, renew, or extend a franchise, or impose or change a service rate.

5.2 Other Ordinances-Required Readings

With the exception of emergency ordinances, all ordinances, including those making supplemental appropriations, shall receive approval at three public meetings of Council on three separate days with an interval of not less than seven days between the second and third readings. An ordinance shall be deemed passed upon third reading approval and thereafter can be rescinded only by a motion to reconsider or rescind that is made prior to approval of the minutes.

If an ordinance does not receive the three (3) readings required within a twelve-month period, it is dead. If the ordinance is reintroduced after the twelve-month period, it must be submitted to the three reading process.

5.3 Levying Tax/Incurring Debt/Amending Budget

Ordinances levying a tax or incurring indebtedness shall not be passed unless voted for on each reading by at least six (6) members in Council assembled and with appropriate back up material provided for each reading. An amendment to the budget shall require a majority plus one vote.

5.4 Public Hearings

Public hearings, after not less than 15 days notice of the time and place of such hearings published in at least one newspaper of general circulation in the County, shall be held before final Council action is taken to:

- a) adopt annual operational and capital budgets,
- b) make appropriations, including supplemental appropriations,
- c) adopt building, housing, electrical, plumbing, gas and all other regulatory codes involving penalties,
- d) adopt zoning and subdivision regulations,
- e) levy taxes, and

f) sell, lease, or contract to sell or lease real property owned by the County.

5.5 Second Reading

Upon the second reading of an ordinance after all amendments and privileged motions have been disposed of, the question shall be the passage of the ordinance. Upon a decision in the affirmative, the ordinance shall take its place on the agenda for third reading.

Each ordinance affecting the expenditure of money by the County shall receive the affirmative vote of Council on each reading, and prior to receiving second reading; the County Administrator's comment shall inform Council regarding its effect on the finances of the County. Provided, however, this rule may not be invoked where the amount is shown in the ordinance.

5.6 Third Reading

Full debate and amendments shall be allowed on third reading.

5.7 Debate

Debate among members of Council is in order only after a motion has been stated by the Chairman and has been seconded. Any motion shall, if desired by the Chair or any other member, be reduced to writing and delivered to the Chair and read, before it shall be debated.

5.8 Motions During Debate

When a motion has been stated and seconded and debate has begun, no motion except the following shall be in order:

- 1) to adjourn or recede,
- 2) to continue,
- 3) to table,
- 4) for the previous question,
- 5) to postpone indefinitely,
- 6) to postpone to a certain day,
- 7) to recur to the agenda,
- 8) to substitute a motion germane to the matter at hand, and
- 9) to amend.

5.9 Substitute Motions

No more than two (2) motions may be received in substitute for the motion on the floor. Any substitute motion defeated by vote of Council shall be counted as one of two (2) permissible substitute motions, but any substitute motion, which fails for lack of a second, shall not be so counted.

5.10 Amendments

A proposed amendment shall be in order regardless of the number of changes proposed therein to the matter under debate, provided such amendment is otherwise in order, and shall be considered in the order in which it is received.

5.11 Closing Debate

Upon the proper motion, a second, and an affirmative vote on a motion for the previous question, which requires a two-thirds vote, the amendment then upon the desk shall be considered, but no further amendment shall be allowed. The sponsor of an amendment shall be allowed an opportunity to make a short explanation of the amendment.

5.12 Withdrawing Motions

The member who introduced a motion may withdraw it before decision on it or on any amendment to it, so long as the member seconding the motion shall not object, provided, however, that no motion may be withdrawn after the previous question has been called.

5.13 Privileged Motions

Motions to adjourn, to recede, and to recede subject to the call of the Chair, shall always be in order except while the Council is actually engaged in deciding a question. A motion to adjourn or to take a recess, having been defeated, no new motion to adjourn or take a recess shall be in order until fifteen (15) minutes shall elapse from the decision of the former motion even though such motion to recede might be to recede to a different time.

5.14 Nondebatable Motions

Certain parliamentary motions must be decided without formal debate. These are:

- 1) to adjourn or recede,
- 2) to continue,
- 3) to lay on the table,
- 4) to postpone indefinitely or to a day certain,
- 5) to suspend or depart from the agenda, or to return to it, and
- 6) for the previous question.

Immediately after receiving a nondebatable motion, and at other times when no motion is on the floor, the Chair may allow such conversation as she/he deems appropriate, but all such informal discussion remains subject to his/her discretion; she/he may call for the vote on the matter at hand or terminate discussion at any time, and in such instances, his/her decision may not be appealed.

5.15 Suspending Motions

The following instances may suspend any matter before Council, temporarily:

- 1) Point of order,
- 2) Point of personal privilege,
- 3) Point of information,
- 4) Question of recess, and
- 5) Other incidental questions, such as of reading papers, dividing a question, withdrawing a motion, or excusing a member from voting.

5.16 Motion to Recess

A motion to recess may state the time for reconvening. In the absence of such stated time, reconvening shall be at the call of the Chair.

5.17 Motion to Strike

A motion to strike out the enacting words of an ordinance or resolving words of a resolution shall have precedence of a motion to amend, and, carried, shall be considered as equivalent to rejection.

5.18 Rejected Motions

Once one of the following motions has been made and rejected during a meeting of the County Council, no motion of the same effect shall again be allowed with regard to the same question:

- a) Motion to continue,
- b) Motion to postpone,
- c) Motion to defer, and
- d) Motion to table.

5.19 Delays

The Chair shall entertain no motion to the effect of which will be unnecessarily to delay the business of Council.

5.20 Defeated Actions

Once an action of any kind has been proposed and defeated twice during two separate regular or called meetings of Council, within a period of sixty (60) days, no motion of the same effect may be allowed with regard to the same question for a period of one year from the date of initial motion, without the consent of a majority plus one of the entire Council. The names of the consenting Council members shall be presented to the Chair prior to the listing of the item on the agenda.

5.21 Voting

Each member shall vote on each question put, except that no member shall be permitted to vote on any question in which that member has a direct personal or pecuniary interest, or in which that member perceives that he or she has a direct personal or pecuniary interest, or in which his or her participation might create an appearance of impropriety in that member's estimation. A Council member must be at his/her seat in order to vote for those at the dais. If a member does not declare a vote or an abstention, his/her vote shall be recorded with the prevailing side. If voting an abstention, a reason for the abstention must be stated and recorded in the minutes. No member shall, under any circumstances be permitted to vote after a decision has been announced by the Chair. After the decision of the question, an absent member may be permitted to record the vote she/he would have given if present, but such vote shall not affect the previous question.

A show of hands on any motion, ordinance, or resolution shall be had upon request of any member. The roll shall be called and votes recorded in the minutes.

5.22 Dividing Question

Any member may call for the division of a question. Council may then divide it if the question can be so comprehended that, one part being taken away, the rest can stand entire for decision. A motion to divide the question shall require a second and shall be effective upon the vote of a majority of members present and voting. Provided, however, that a motion to "strike out and insert" may not be divided, but that rejection of a motion to "strike out" shall not preclude a motion to "strikeout and insert."

5.23 Reconsideration

After a question has been decided, any member who voted with the prevailing side may move for a reconsideration, and any member may second such a motion. However, if Council either shall refuse to reconsider or shall affirm its first decision, then no further reconsideration shall be in order except by unanimous consent. The motion to reconsider shall have precedence over all other main motions, but it may be introduced only on the day of the decision in question or during the next succeeding session of Council prior to the approval of the minutes. Any subsequent proposal to alter the decision of Council must take the form of a main motion to rescind.

5.24 Public Inspection

After adoption, the full ordinance shall be made available for public inspection at the Office of the Clerk of Council.

5.25 Resolutions

Council may adopt Resolutions to formally express its opinions or desires. Upon adoption, the Chairperson shall execute the document on behalf of the entire Council.

5.26 Proclamations

An individual council member may issue a Proclamation as an expression of his/her personal opinion or desire. The Proclamation shall be signed by the initiating council member and by the Chairperson, and shall not require action by the Council.

RULE VI: RULE CHANGES

6.1 Suspension/Amendments

None of the foregoing rules shall be rescinded, suspended, or altered without unanimous consent, if without twenty-four (24) hours notice, or without the concurrence of two-thirds of the members of the whole (e.g. eight out of eleven members) after previous notice of motion to rescind, suspend, or alter has been given at a prior meeting, and such alteration, suspension, or rescission shall be made only by written resolution.

These rules may be amended from time to time, as needed, at the discretion of the County Council upon approval by two-thirds of the members of the whole (e.g. eight out of eleven members) at a regularly scheduled Council meeting.

RULES VII: OFFICIALS TO SERVE THE COUNCIL

7.1 Administrator and Clerk of Council

The Council shall appoint or elect a County Administrator and a Clerk of Council.

Revised and approved by Council on the 24th day of July 2012.

Richland County Council

Citizen's Input

Request to Speak

Each speaker is allowed two (2) minutes.



TOPIC (DATE): An ordinance authorizing a lease to United Way of the Midlands for 5178 square feet of space at 2000 Hampton Street, 3rd floor and 2165 square feet of space at 2000 Hampton Street, 4th floor

The following speakers are IN FAVOR OF the topic above.

Name: _____ Telephone Number: _____

Residential Address: _____

I am representing: _____ Myself
_____ A group/organization (please identify): _____

Name: _____ Telephone Number: _____

Residential Address: _____

I am representing: _____ Myself
_____ A group/organization (please identify): _____

Name: _____ Telephone Number: _____

Residential Address: _____

I am representing: _____ Myself
_____ A group/organization (please identify): _____

Name: _____ Telephone Number: _____

Residential Address: _____

I am representing: _____ Myself
_____ A group/organization (please identify): _____

Name: _____ Telephone Number: _____

Residential Address: _____

I am representing: _____ Myself
_____ A group/organization (please identify): _____

Name: _____ Telephone Number: _____

Residential Address: _____

I am representing: _____ Myself
_____ A group/organization (please identify): _____

Name: _____ Telephone Number: _____

Residential Address: _____

I am representing: _____ Myself
_____ A group/organization (please identify): _____

Richland County Council

Citizen's Input

Request to Speak

Each speaker is allowed two (2) minutes.



TOPIC (DATE): An ordinance authorizing a lease to United Way of the Midlands for 5178 square feet of space at 2000 Hampton Street, 3rd floor and 2165 square feet of space at 2000 Hampton Street, 4th floor

The following speakers are IN OPPOSITION OF the topic above.

Name: _____ Telephone Number: _____

Residential Address: _____

I am representing: _____ Myself
_____ A group/organization (please identify): _____

Name: _____ Telephone Number: _____

Residential Address: _____

I am representing: _____ Myself
_____ A group/organization (please identify): _____

Name: _____ Telephone Number: _____

Residential Address: _____

I am representing: _____ Myself
_____ A group/organization (please identify): _____

Name: _____ Telephone Number: _____

Residential Address: _____

I am representing: _____ Myself
_____ A group/organization (please identify): _____

Name: _____ Telephone Number: _____

Residential Address: _____

I am representing: _____ Myself
_____ A group/organization (please identify): _____

Name: _____ Telephone Number: _____

Residential Address: _____

I am representing: _____ Myself
_____ A group/organization (please identify): _____

Name: _____ Telephone Number: _____

Residential Address: _____

I am representing: _____ Myself
_____ A group/organization (please identify): _____

Richland County Council

Citizen's Input

Request to Speak

Each speaker is allowed up to two (2) minutes.



Richland County Council allows each citizen up to two (2) minutes during regular meetings to address matters of their concern. Citizens have the option to: (1) address an item that is not on the agenda or (2) to address an item on the agenda that does not require a public hearing. **All material that a citizen intends to present to Council must be approved by the Clerk of Council prior to the meeting.** If materials are not approved, they will be distributed at a later date. Anyone who is speaking must advise Council of his or her name and address.

Date: _____

Name: _____ Telephone Number: _____

Residential Address: _____

*Please choose **one** of the following:*

I wish to address an item that is **not** on the Council Meeting Agenda (*please specify*):

I wish to address an item on the Council Meeting Agenda that does not require a public hearing (*please specify*):

Code of Conduct

Richland County Council believes that the public interest is best served when meetings are conducted in an atmosphere of mutual respect and civility. Every person, including public officials and private citizens, who participates in a Richland County Council meeting is requested to adopt the following pledge of conduct:

I pledge that I may disagree but will be respectful of all. I will direct all comments to the pending issues. I will refrain from personal attacks.

(Print name)

(Signature)

Richland County Council Request of Action

Subject:

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE:

- a. Supplemental Intergovernmental Agreement-Clemson Road Widening Project
- b. Construction Contract-Vista Greenway Phase II (Lincoln Tunnel)

**Second Supplemental Agreement to the Cooperative Intergovernmental Agreement
between Richland County, South Carolina, and the South Carolina Department of
Transportation for the Richland County Sales Tax Transportation Program**

THIS SECOND SUPPLEMENTAL AGREEMENT is made this ____ day of _____, _____, by and between Richland County (the “County”) and the South Carolina Department of Transportation (“SCDOT”).

WITNESSETH that:

WHEREAS, on February 7, 2014, the County and SCDOT entered into a Cooperative Intergovernmental Agreement defining the responsibilities of each of them with regard to certain projects to be undertaken under the Richland County Sales Tax Transportation Program; and

WHEREAS, the County intends to complete the Clemson Road Widening Project more particularly described herein below and as listed in Attachment “A” as part of the before mentioned IGA; and

WHEREAS, SCDOT has identified a safety improvement within the limits of the Clemson Road Widening Project and seeks to have the scope of work for the safety improvement incorporated into the Clemson Road Widening Project; and WHEREAS, SCDOT is willing to provide its share of funding as identified herein for the construction of the safety improvement if the County will incorporate it into the Clemson Road Widening Project; and

WHEREAS, because SCDOT’s funding will include federal funds the County is required to apply for and obtain “Local Public Agency” status through SCDOT and comply with SCDOT’s Local Public Agency Administration requirements prior to commencing the safety improvement project;

NOW, THEREFORE, in consideration of the premises and the benefits accruing to the people of Richland County and the State of South Carolina, the parties agree as follows.

I. Project Description:

The safety improvement project which is the subject of this Agreement consists of the design, right of way acquisitions, construction, and construction engineering and inspection, to DEPARTMENT and Federal standards, of a section of S-52 (Clemson Road) from Old Clemson Road to Sparkleberry Crossing for approximately 1.5 miles in Richland County. The improvements involve upgrading the existing two-lane portion of S-52 (Clemson Road) to a 5-lane facility, to include sidewalks, bicycle accommodations, and intersection improvements at all intersecting road locations.

The term “PROJECT” as used herein is intended to refer to the above description unless indicated otherwise. Exhibit A (attached hereto and specifically made a part of this Agreement) presents a map depicting the PROJECT area and additional PROJECT information.

II. Obligations of the Parties:

A. The COUNTY will: 1) Apply through SCDOT for Local Public Agency status prior to commencing the PROJECT’s construction phase of work, including compliance with all administrative procedures and obtaining all necessary approvals as identified in the SCDOT’s “Local Public Agency Project Administration Procedures”, available on the internet at <http://www.scdot.org/doing/localPublicAdmin.aspx>.

2) Carry out the implementation of the PROJECT pursuant to federal and state requirements for Local Public Agency Administration.

3) Provide by force account or contractor PROJECT design, right of way acquisition services, and construction services, including bidding, letting and awarding the construction contract and required construction engineering and inspection (CEI).

4) Perform all required services in accordance with State, Federal and SCDOT guidelines considered appropriate by the SCDOT and as outlined in the before mentioned Cooperative Intergovernmental Agreement between the COUNTY and SCDOT . 5)

Acquire in accordance with all laws and regulations, both Federal and State, and in the name of the COUNTY the right of way necessary to construct the PROJECT.

6) To the extent permitted by existing South Carolina law, the COUNTY hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on the COUNTY's part, or the part of any employee of the COUNTY in performance of the work undertaken under this Agreement.

B. SCDOT will:

1) Provide SCDOT's maximum funding for the PROJECT as more specifically set out below under Section III Funding of this Agreement.

2) Perform all required services in accordance with the before mentioned Cooperative Intergovernmental Agreement between the COUNTY and SCDOT.

3) Accept responsibility for maintenance or improvements made under this PROJECT on existing SCDOT right of way and right of way acquired in the name of the COUNTY, in accordance with SCDOT policies and procedures, after construction of the PROJECT is completed by the COUNTY.

III. Funding:

A. The COUNTY estimates the total cost for the PROJECT to be Twelve Million Seven Hundred Thousand Dollars (\$12,700,000.00).

B. The SCDOT will contribute the MAXIMUM funding of Eight Hundred Thousand Dollars (\$800,000) for SCDOT's construction costs for the scope of work identified for the PROJECT.

C. The COUNTY will be responsible for 100% of the cost of the PROJECT in excess of the (\$800,000) provided by the SCDOT.

IV. General:

IGA-25-14(2)

Unless expressly provided herein, all provisions of the Cooperative Intergovernmental Agreement of February 7, 2014, shall remain in full force and effect and the provisions of that Agreement shall govern this supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RICHLAND COUNTY

By: _____
Chairman, Richland County Council

Attest: _____

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

By: _____
Secretary of Transportation

Attest: _____

RECOMMENDED BY:

By: _____
Deputy Secretary for Finance and Procurement
or Designee

By: _____
Deputy Secretary for Engineering or Designee

By : _____
Chief Procurement Officer or Designee

Exhibit A





September 30, 2015

Mr. Rob Perry
Director of Transportation
Richland County
2020 Hampton Street
Columbia, SC 29204

Re: Richland County
VISTA GREENWAY PHASE TWO – LINCOLN TUNNEL GREENWAY
Project No. PDT-139-IFB-2015

Dear Mr. Perry:

The Richland Program Development Team (Richland PDT) has reviewed the three (3) bids submitted for the Vista Greenway Phase 2 – Lincoln Tunnel project and has found no irregularities in the submitted bids.

The bids were as follows:

AOS Specialty Contractors, Inc.	\$1,230,330.18
Corley Construction Company, Inc.	\$1,347,920.30
Cherokee Inc.	\$1,522,942.75

This project is primary being funded by the Richland County Transportation Penny. In addition, this project has federal funding through a South Carolina Parks, Recreation, and Tourism (SCPRT) Grant acquired by the City of Columbia. Due to the federal funding, no SLBE project goal could be assigned.

Further review shows that AOS Specialty Contractors, Inc. is duly licensed in South Carolina to perform this work. A copy of their license is attached.

Attached is a final bid tab sheet for your reference. A review of the contract with the low bid shows a commitment of 89.0% utilization of Disadvantaged Business Enterprise (DBE) companies, which exceeds the goal for this project.

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, AOS Specialty Contractors, Inc. In addition, we recommend adding 10% to the award for contingencies, and 10% for utility relocations. This brings the total authorization to \$1,476,396.22.

We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,

Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

[Print this page](#)

Board: Commercial Contractors

AOS SPECIALTY CONTRACTORS INC

1224 TWO NOTCH RD
LEXINGTON, SC 29073-3747
(803) 798-6831

License number: 111758

License type: GENERAL CONTRACTOR

Status: ACTIVE

Expiration: 10/31/2016

First Issuance Date: 07/27/2005

Classification: BD5 AP5 CP5 GD5 HI5 WL5 IR5 MS5 SP5 BT5 WP5 2U5

President / Owner: DIANNE RUSHING

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervises

JANE G PLANTE - (COG)

DIANNE RUSHING - (COG)

[File a Complaint against this Licensee](#)

Board Public Action History:

[View Orders](#)

[View Other License for this Person](#)

No Orders Found



BIDS TABULATION

VISTA GREENWAY PHASE II

SECTION	DESCRIPTION	Contract QNTYS		AOS SPECIALTY CONTRACTORS, INC.		CORLEY CONSTRUCTION		CHEROKEE, INC.	
		QUANTITY	UNIT	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
1	Traffic Control	1	LS	\$6,230.00	\$6,230.00	\$3,850.00	\$3,850.00	\$20,000.00	\$20,000.00
2	Mobilization/De-Mobilization (including bonds, insurance & permits)	1	LS	\$96,350.00	\$96,350.00	\$27,750.00	\$27,750.00	\$75,000.00	\$75,000.00
3	Construction Staking, lines and surveys	1	LS	\$25,000.00	\$25,000.00	\$8,500.00	\$8,500.00	\$25,000.00	\$25,000.00
4	Construction Entrance	2	EA	\$3,125.00	\$6,250.00	\$2,000.00	\$4,000.00	\$3,500.00	\$7,000.00
5	Silt Fence	1,100	LF	\$5.00	\$5,500.00	\$5.00	\$5,500.00	\$5.00	\$5,500.00
6	Inlet Protection	12	EA	\$125.00	\$1,500.00	\$6.25	\$7,500.00	\$350.00	\$4,200.00
7	Sediment Tubes	48	EA	\$125.00	\$6,000.00	\$110.00	\$5,280.00	\$100.00	\$4,800.00
8	Cleaning & Grubbing	1	LS	\$73,750.00	\$73,750.00	\$24,000.00	\$24,000.00	\$75,000.00	\$75,000.00
9	Topsoil (strip, stockpile, respread)	2,077	CY	\$3.75	\$7,788.75	\$10.50	\$21,808.50	\$8.00	\$16,616.00
10	Turf Reinforcement Mats	8,500	SY	\$3.13	\$26,605.00	\$5.94	\$50,490.00	\$6.00	\$51,000.00
11	Erosion Control Blankets - (Swales)	1,800	SY	\$1.25	\$2,250.00	\$1.60	\$2,880.00	\$4.00	\$7,200.00
12	Remove 18" Concrete Curb and Gutter	180	LF	\$12.50	\$2,250.00	\$5.56	\$1,000.80	\$15.00	\$2,700.00
13	Earthwork (includes fine grading)	1	LS	\$80,000.00	\$80,000.00	\$99,750.00	\$99,750.00	\$150,000.00	\$150,000.00
14	Borrow Excavation	5,800	CY	\$6.88	\$39,904.00	\$10.00	\$58,000.00	\$40.00	\$2,040.00
15	Storm Drainage - 15" RCP	51	LF	\$125.00	\$6,375.00	\$81.00	\$4,131.00	\$12.00	\$60,276.00
16	6" Aggregate Base Course	5,023	SY	\$11.13	\$55,905.99	\$18.00	\$90,414.00	\$19.00	\$89,300.00
17	3" Asphalt Binder Course - type C	470	SY	\$21.25	\$9,987.50	\$20.00	\$9,400.00	\$15.00	\$7,050.00
18	2" Asphalt Surface Course - type C	5,159	SY	\$17.50	\$90,282.50	\$20.00	\$103,180.00	\$25.00	\$11,000.00
19	Riverstone	44	CY	\$81.25	\$3,575.00	\$358.00	\$15,752.00	\$25.00	\$1,100.00
20	Paver Inserts	568	SF	\$22.50	\$12,780.00	\$20.00	\$11,360.00	\$25.00	\$14,200.00
21	6" Vertical Concrete Curb	500	LF	\$26.25	\$13,125.00	\$21.00	\$10,500.00	\$25.00	\$12,500.00
22	Concrete Sidewalk								
22.1	• Concrete Sidewalk - (4" uniform)	212	SY	\$41.25	\$8,745.00	\$26.00	\$5,512.00	\$45.00	\$9,540.00
22.2	• Concrete Sidewalk - (6" uniform)	161	SY	\$68.75	\$11,068.75	\$38.00	\$9,338.00	\$70.00	\$11,270.00
23	6' Greenscreen Panel	12	EA	\$2,062.50	\$24,750.00	\$2,500.00	\$30,000.00	\$8,500.00	\$102,000.00
24	Pavement markings, Paint & Traffic Signage								
24.1	• Pavement markings	1	LS	\$3,125.00	\$3,125.00	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00
24.2	• Paint	1	LS	\$6,250.00	\$6,250.00	\$13,000.00	\$13,000.00	\$5,000.00	\$5,000.00
24.3	• Traffic Signage	14	EA	\$625.00	\$8,750.00	\$580.00	\$8,120.00	\$350.00	\$4,900.00
25	Retaining Walls (design, geogrid, backfill, drains)	1	LS	\$41,250.00	\$41,250.00	\$59,800.00	\$59,800.00	\$65,000.00	\$65,000.00
26	Bollards	6	EA	\$1,250.00	\$7,500.00	\$1,000.00	\$6,000.00	\$650.00	\$3,900.00
27	Site Furnishings - (benches)	10	EA	\$1,875.00	\$18,750.00	\$1,820.00	\$18,200.00	\$1,750.00	\$17,500.00
28	Site Furnishings - (trash cans)	7	EA	\$1,187.50	\$8,312.50	\$1,200.00	\$8,400.00	\$1,500.00	\$10,500.00
29	Emergency Call Boxes	6	EA	\$6,250.00	\$37,500.00	\$10,466.00	\$62,796.00	\$10,500.00	\$63,000.00
30	Security Lighting	37	EA	\$7,500.00	\$277,500.00	\$8,470.00	\$313,390.00	\$8,500.00	\$314,500.00
31	Landscaping								
31.1	• Landscaping (trees)	55	EA	\$871.25	\$47,918.75	\$594.00	\$32,670.00	\$440.00	\$24,200.00
31.2	• Landscaping (shrubs)	775	EA	\$39.38	\$30,519.50	\$21.00	\$16,275.00	\$40.00	\$31,000.00
31.3	• Landscaping (groundcover)	1,079	EA	\$3.79	\$4,089.41	\$3.00	\$3,237.00	\$5.25	\$5,664.75
31.4	• Landscaping (grass)	100,000	SF	\$0.19	\$19,000.00	\$0.65	\$65,000.00	\$0.06	\$6,000.00
31.5	• Landscaping (mulch)	65	CY	\$76.25	\$4,956.25	\$83.00	\$5,395.00	\$96.00	\$6,240.00
32	Landscaping (irrigation system including design)	1	LS	\$30,615.00	\$30,615.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00



VISTA GREENWAY PHASE II

BIDS TABULATION

SECTION	DESCRIPTION	Contract QNTYS		AOS SPECIALTY CONTRACTORS, INC.		CORLEY CONSTRUCTION		CHEROKEE, INC.	
		QUANTITY	UNIT	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE	UNIT PRICE	BID PRICE
33	Temporary Fence								
33.1	• 6' high chain link	700	LF	\$6.25	\$4,375.00	\$8.00	\$5,600.00	\$6.00	\$4,200.00
33.2	• Gates (double leaf, chain link type)	2	EA	\$812.50	\$1,625.00	\$800.00	\$1,600.00	\$750.00	\$1,500.00
34	Demolition								
34.1	- Demolition (exterior sidewalk - asphalt & concrete)	1.168	SY	\$75.00	\$29,200.00	\$24.00	\$28,032.00	\$15.00	\$17,520.00
34.2	• Demolition (storage area features excluding pavement, etc)	1	LS	\$12,500.00	\$12,500.00	\$4,500.00	\$4,500.00	\$10,000.00	\$10,000.00
35	Penny Transportation Project Signage	2	EA	\$1,875.00	\$3,750.00	\$1,100.00	\$2,200.00	\$1,000.00	\$2,000.00
36	Parks, Recreation & Travel Project Signage	2	EA	\$937.50	\$1,875.00	\$1,100.00	\$2,200.00	\$1,000.00	\$2,000.00
37	Drinking water fountains	2	EA	\$6,995.75	\$13,987.50	\$5,500.00	\$11,000.00	\$6,000.00	\$12,000.00
38	Water service for drinking fountains	1	LS	\$625.00	\$625.00	\$10,400.00	\$10,400.00	\$10,000.00	\$10,000.00
39	Asphalt tack coat	387	SY	\$0.94	\$363.78	\$7.00	\$2,709.00	\$5.00	\$1,935.00
				\$1,230,330.18		\$1,347,920.30		\$1,522,942.75	
VISTA GREENWAY PHASE II IMPROVEMENTS - SUBTOTAL									

Vista Greenway Phase Two (Lincoln Tunnel Greenway)
 Richland County, South Carolina

DISADVANTAGED BUSINESS ENTERPRISES (DBE) COMMITMENT FORM

Information must be shown on this sheet as required by the supplemental specifications entitled "Instructions to Bidders – DBE Requirements" included with this bid.

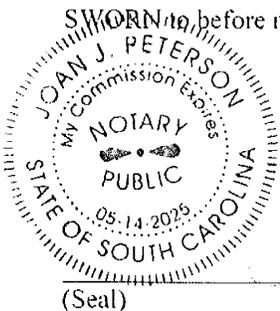
FAILURE TO PROVIDE ALL INFORMATION REQUIRED ON THIS FORM MAY RESULT IN THE AWARD BEING MADE TO THE NEXT LOWEST RESPONSIBLE BIDDER.

1Name & Address of DBE's (Subcontractor or Supplier)	2Percent	3Description of Work and Approximate Quantity 6(show percent when appropriate)				5Dollar Value
		Item	Qty.	Unit	4Unit Price	
ABS Specialty Contractor 1224 Two Colch Hill Lexington, SC 29013	84.4%	Variance throughout the project				\$1,167,510

- 1 The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the DBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.
- 2 Percent – show percent of total contract amount committed to each DBE listed.
- 3 All information requested must be included unless item is listed in bid on a lump sum basis.
- 4 Unit price – show unit price quoted by DBE.
- 5 Dollar value – extended amount based on Quantity and Unit Price.
- 6 Applies to lump sum items only.

This form may be reproduced or additional sheets added in order to provide all requested information. (see Instructions to Bidders – DBE Requirements).

SWORN to before me this 26th day of 2015, August.



(Seal)

Joan J. Peterson

Notary Public for South Carolina

ABS Specialty Contractors, Inc.
Company

By: [Signature]
Monne Rushing

DBE COMMITMENT FORM

Vista Greenway Phase Two (Lincoln Tunnel Greenway)
Richland County, South Carolina

My Commission expires: 05-14-2025

Title: President

NON-MANDATORY SLBE PARTICIPATION SHEET

Small Local Business Enterprises

The PROPOSER is encouraged to utilize firms from the COUNTY's SLBE list or firms with the potential to qualify as an SLBE under the COUNTY's ordinance. Information on the COUNTY's SLBE ordinance and firm certification may be found on the COUNTY's website at:

<http://www.richlandonline.com/Government/Departments/BusinessOperations/SmallLocalBusinessEnterprises.aspx>

PROPOSER is required to complete the SBLE Identification Forms and submit it with the Proposal. Any SLBE company identified must be certified in accordance with certification program of Richland County Government. A listing of currently certified firms can be found on the County's website:

<http://www.richlandonline.com/Portals/0/Departments/Procurement/SLBE/SLBE%20Certified%20Directory%20June%202019.%202015%20Revised%20for%20Website.pdf>

Information must be shown on this sheet and submitted with bid/proposal.

¹ Name & Address of SLBE (Subcontractor or Supplier)	SLBE Firm	Scope/Type of Work	² Estimated Percentage of Total Contract
105 Specialty Contractors, Inc. 1224 Trac Watch Rd., Lexington, SC	LLM		
CHAO & Associates 7 Clusters Ct.		Surveying	1.6%
Taylor Brother 2201 Atlas Rd		Borrow Material	3%

¹ The designation of Firm A and/or B is not considered acceptable. I hereby certify that this company has communicated with and received quotes from the SLBE's listed above and that they are willing to perform the work as listed above and that this company is committed to utilizing the above firm(s) on this contract.

Vista Greenway Phase Two (Lincoln Tunnel Greenway)
Richland County, South Carolina

2 Percent - show percent of total contract amount committed to each SLBE listed.

This form may be reproduced or additional sheets added in order to provide all requested information.

I declare under penalty of perjury that the information provided herein is true and correct.

SWORN to before me this 26th

AOS Specialty Contractors, Inc.
Company

day of August, 2015

Joan J. Peterson

[Signature]
Legal Signature

Notary Public for South Carolina My Commission Expires: 05-14-2025



Vista Greenway Phase Two (Lincoln Tunnel Greenway)
 Richland County, South Carolina

LISTING OF SUBCONTRACTORS

Any bidder in response to this Request for Bids shall set forth in his bid the Percent of Work, Name and Location of the place of business for each of the following subcontractors (if so specified) who may perform work or render services to the prime Contractor to or about the construction, or who will specifically fabricate or install a portion of the work. If the prime Contractor determines to use his own employees to perform any portion of the work for which he would otherwise be required to list a subcontractor, and if the prime Contractor is qualified to perform such work under the terms of the Request for Bids, the prime Contractor shall indicate this in his bid and not subcontract any of that work except with the approval of owner for good cause shown.

<u>Pay Item/s</u>	<u>Contract Amount in %</u>	<u>Sub-Contractor's Name & License #</u>	<u>Address/Location</u>
29+30	5%	Geant Electrical G115757 + M111076	Geant Electrical 513 N. Lewis St. West Columbia 29169
17+18	6%	Lane Const G10752	Lane Construction West 3176 Charleston Hwy. Columbia 29171

Failure to list specified subcontractors shall render the prime Contractor's bid non-responsive. No prime Contractor whose bid is accepted shall substitute any person as a subcontractor in place of the subcontractor listed in the original bid, except as specified within the contract documents

SUPERINTENDENT, PRIME CONTRACTOR

If, as a result of this Bid a Contract is awarded, the Prime Contractor's job superintendent shall be:

Dago Aquilera
 Print Superintendent's Name

BIDDER: AOS Specialty Contractors Inc. SIGNATURE: [Signature]
 Dianne Rushing, President

Richland County Council Request of Action

Subject:

A Resolution Authorizing the issuance and sale of not to exceed \$50,000,000 General Obligation Bond Anticipation Notes (Transportation Sales and Use Tax), Series 2015, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the notes; delegating to the County Administrator certain authority related to the notes; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto [PAGES]

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
RESOLUTION

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$50,000,000 GENERAL OBLIGATION BOND ANTICIPATION NOTES (TRANSPORTATION SALES AND USE TAX), SERIES 2015, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE NOTES; DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE NOTES; PROVIDING FOR THE PAYMENT OF THE NOTES AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

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

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the "S.C. Code"), the County operates under The County Council-Administrator form of government and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to Ordinance No. 039-12HR and the provisions of Title 4, Chapter 37, Code of Laws of South Carolina, 1976, as amended, a successful referendum (the "Referendum") was held in the County on November 6, 2012, imposing a one percent (1%) transportation sales and use tax in the County (the "Sales and Use Tax").

(d) Pursuant to Section 4-37-30 of the S.C. Code and Ordinance No. 039-12HR and the successful results of the Referendum, the Sales and Use Tax was imposed in the County on May 1, 2013.

(e) Pursuant to the Referendum question, after deducting administrative expenses and the amount of \$300,991,000 committed to the continued operation of mass transit services, the total of \$736,909,000 or 71% of the proceeds of the Sales and Use Tax is available for debt service (the "Available Revenue").

(f) Article X, Section 14 of the Constitution further provides that general obligation bond anticipation notes may be issued in anticipation of the proceeds of general obligation bonds which may lawfully be issued under such terms and conditions that the General Assembly may prescribe by law.

(g) Pursuant to the provisions of Title 11, Chapter 17 of the S.C. Code ("Title 11, Chapter 17"), any county, whenever authorized by general or special law to issue bonds, may, pending the sale and issuance thereof, borrow in anticipation of the receipt of the proceeds of the bonds. Such provisions also

provide that if any approval be necessary prior to the issuance of bonds by the County, the County must obtain the same approval prior to the issuance of temporary financing as provided therein.

(h) The County Council heretofore enacted Ordinance 038-13HR on July 16, 2013 (the "Ordinance"), authorizing the issuance and sale of not to exceed \$450,000,000 General Obligation Bonds and not to exceed \$50,000,000 General Obligation Bond Anticipation Notes. The Ordinance authorizes renewal of the Notes (hereinafter defined) by a resolution of County Council incorporating the terms of the Ordinance (the "Resolution").

(i) Pursuant to the Constitution, Title 11, Chapter 17, the successful Referendum, the Ordinance, and a Resolution adopted on October 7, 2014, the County issued \$50,000,000 General Obligation Bond Anticipation Notes (Transportation Sales and Use Tax), Series 2014 dated October 30, 2014 (the "2014 Notes").

(j) The County Council desires to incorporate by reference the provisions of the Ordinance relating to the issuance and sale of general obligation bonds of the County (the "Bonds") and the renewal of the 2014 Notes.

(k) The County Council wishes to renew the 2014 Notes and pay the interest due on the 2014 Notes at maturity on October 30, 2015.

(l) Pending the issuance and sale of the Bonds authorized by the Ordinance, it is now in the best interest of the County to provide for the issuance of general obligation bond anticipation notes to be used for the purposes of paying the outstanding principal balance of the 2014 Notes.

(m) Pursuant to a Resolution adopted by the County Council on November 13, 2012, the County has adopted Written Procedures Related to Tax-Exempt Debt.

SECTION 2. Authorization and Details of Notes. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$50,000,000 principal amount of general obligation bond anticipation notes of the County, to be designated "50,000,000 General Obligation Bond Anticipation Notes (Transportation Sales and Use Tax), Series 2015, or such other appropriate series designation, of Richland County, South Carolina" (the "Notes"), the proceeds of which will be used to retire the 2014 Notes at maturity on October 30, 2015.

The Notes shall be issued as fully registered Notes registerable as to principal and interest; shall be dated as of their date of delivery to the initial purchaser(s) thereof; shall bear interest from their dated date payable at maturity at such rate or rates as may be determined by the County Council at the time of sale thereof.

Both the principal of and interest on the Notes shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

SECTION 3. Delegation of Authority Relating to the Notes. The County Council hereby delegates to the Administrator or his lawfully-authorized designee the authority: (a) to determine redemption provisions, if any, for the Notes; (b) the date and time of sale of the Notes; (c) to receive bids on behalf of the County Council; and (d) to award the sale of the Notes to the lowest bidders therefor in accordance with the terms of the Notice of Sale for the Notes.

After the sale of the Notes, the Administrator or his lawfully-authorized designee shall submit a written report to the County Council setting forth the results of the sale of the Notes.

SECTION 4. Registration, Transfer and Exchange of Notes. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Notes. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Notes under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Note shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Note the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully-registered Note or Notes, of the same aggregate principal amount, interest rate and maturity as the surrendered Note. Any Notes surrendered in exchange for a new registered Note pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully-registered Note shall be registered upon the registry books as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Note and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. For every such transfer of Notes, the County or the Registrar/Paying Agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer, and, except as otherwise provided herein, may charge a sum sufficient to pay the cost of preparing each Note issued upon such transfer, which sum or sums shall be paid by the person requesting such transfer or by the County as a condition precedent to the exercise of the privilege of making such transfer. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Notes during the fifteen (15) days preceding an interest payment date on such Notes.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Notes, and such record date shall be the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date on such Notes or in the case of any proposed redemption of Notes, such record date shall be the fifteenth (15th) day prior to the giving of notice of redemption of Notes.

SECTION 6. Mutilation, Loss, Theft or Destruction of Notes. In case any Note shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Note of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Note, or in lieu of or in substitution for such lost, stolen or destroyed Note. In any such event the applicant for the issuance of a substitute Note shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Note, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Note issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Note or in substitution for any allegedly lost, stolen or wholly

destroyed Note shall be entitled to the identical benefits under this Ordinance as was the original Note in lieu of which such duplicate Note is issued, and shall be entitled to equal and proportionate benefits with all the other Notes of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Note shall be borne by the applicant therefor.

SECTION 7. Execution of Notes. The Notes shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk of the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Notes may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Notes in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Notes shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Note shall bear a certificate of authentication manually executed by the Registrar.

SECTION 8. Form of Notes. The Notes shall be in substantially the form attached hereto as Exhibit A, and incorporated herein by reference.

SECTION 9. Security for Notes. The Notes shall constitute general obligations of the County and the proceeds of the Bonds are irrevocably pledged to the payment of the Notes. Additionally, the Available Revenue is pledged, as well as the full faith, credit and taxing power of the County.

SECTION 10. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Notes, and such Notes shall no longer be deemed to be outstanding hereunder, when:

(a) Such Notes shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) Payment of the principal of and interest on such Notes either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Notes shall no longer be deemed to be outstanding hereunder, such Notes shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (i) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (ii) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);
- (iii) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions; and
- (iv) a defeasance obligation as defined in Section 6-5-10 of the S.C. Code as such as may be amended from time to time.

(c) Such Notes shall be defeased as provided in Section 11-14-110 of the S.C. Code as such may be amended from time to time.

SECTION 11. Exemption from State Taxes. Both the principal of and interest on the Notes shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 12. Eligible Securities. The Notes initially issued (the “Initial Notes”) will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York (“DTC”), and transfers of beneficial ownership of the Initial Notes shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Notes of the same maturity or any integral multiple of \$5,000.

The Initial Notes shall be issued in fully-registered form, one Note for each of the maturities of the Notes, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Notes becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Notes or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Notes or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Notes, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Notes together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Notes of the same principal amount, interest rate and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Notes might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would

permit it to make any such determination), and has made provision to so notify beneficial owners of the Notes by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Notes or Initial Notes together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Notes in fully-registered form, in substantially the form set forth in Section 8 of this Resolution in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Notes will be issued as one single fully-registered Note and not issued through the book-entry system.

SECTION 13. Sale of Notes, Form of Notice of Sale. The Notes shall be sold at public sale. The Notice of Sale in substantially the form attached hereto as Exhibit B and incorporated herein by reference shall be distributed to prospective bidders.

SECTION 14. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Notes, respectively, together with the Notice of Sale. The County Council authorizes the Administrator to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Notes, respectively, so that it may be provided to the purchaser of the Notes.

SECTION 15. Filings with Central Repository. In compliance with Section 11-1-85 of the S.C. Code, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of an annual independent audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, event specific information of an event which adversely affects more than five (5%) percent of the tax revenues of the County or the County's tax base.

SECTION 16. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the “Rule”) the County covenants and agrees for the benefit of the holders from time to time of the Notes to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit C to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the Ordinance.

SECTION 17. Deposit and Use of Proceeds. The proceeds derived from the sale of the Notes shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended on the retirement of the 2014 Notes at maturity on October ___, 2015.

SECTION 18. Tax Covenants. The County hereby covenants and agrees with the Holders of the Notes that it will not take any action which will, or fail to take any action which failure will, cause interest on the Notes to become includable in the gross income of the Note holders for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the “IRC”) and regulations promulgated thereunder in effect on the date of original issuance of the Notes. The County further covenants and agrees with the holders of the Notes that no use of the proceeds of the Notes shall be made which, if such use had been reasonably expected on the date of issue of the Notes would have caused the Notes to be “arbitrage bonds,” as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Notes are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the IRC.

SECTION 19. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Notes: Chair of the County Council, County Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A., The Law Offices of Ernest W. Cromartie III, LLC, and The Rutherford Law Firm, LLC, each of Columbia, South Carolina, co-Bond Counsel and Pope Zeigler, LLC, The Law Office of Brian D. Newman, LLC, and The Hart Law Firm, P.A., each of Columbia, South Carolina as co-Disclosure Counsel. The County Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Notes are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

Adopted this 6th day of October, 2015.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Torrey Rush, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2015:

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

FORM OF NOTE

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 RICHLAND COUNTY
 GENERAL OBLIGATION BOND ANTICIPATION NOTE
 (TRANSPORTATION SALES AND USE TAX)
 SERIES 2015

No. R-

<u>INTEREST</u>	<u>MATURITY</u>	<u>ORIGINAL</u>	
<u>RATE</u>	<u>DATE</u>	<u>ISSUE DATE</u>	<u>CUSIP</u>

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS that Richland County, South Carolina (the “County”) hereby acknowledges itself indebted, and for value received promises to pay to the registered owner hereof, the principal sum of _____ Dollars (\$_____) at the principal office of _____, in the City of _____, State of _____ on the ___ day of _____, 2015, and to pay interest (calculated on the basis of a 360-day year of twelve 30-day months) on said principal sum from the date hereof, at the rate of _____%, payable upon the maturity of this Note. This Note [is/is not] subject to prepayment prior to its maturity.

Both the principal of and interest on this Note are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for the payment of public and private debts.

This Note represents a series of general obligation bond anticipation notes issued by the County, pursuant to the authorization of Article X, Section 14 of the Constitution of the State of South Carolina, 1985, as amended (the “Constitution”), Title 11, Chapter 17, Code of Laws of South Carolina 1976, as amended (the “S.C. Code”), the successful results of a referendum, Ordinance No. 038-13HR duly enacted by County Council on July 16, 2013 (the “Ordinance”) and a Resolution duly adopted by County Council on October ___, 2015 (the “Resolution”) in anticipation of the receipt of the proceeds to be derived from the general obligation bonds (the “Bonds”) of the County to be issued pursuant to and in accordance with the provisions of the Constitution and Laws of the State of South Carolina including Article X, Section 14 of the Constitution; Title 4, Chapter 15 of the S.C. Code, Title 11, Chapter 27 of the S.C. Code; the successful results of a referendum; and the Ordinance. The proceeds to be derived from the sale of the Bonds irrevocably pledged for the payment of the principal of and interest on the Notes. Additionally, the Available Revenue (as defined in the Resolution) is pledged, as well as the full faith, credit and taxing power of the County.

The Notes are being issued by means of a book-entry system with no physical distribution of certificates to be made except as provided in the Ordinance and Resolution. One certificate registered in

the name of the Securities Depository Nominee is being issued and is required to be deposited with the Securities Depository. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its Participants.

Wells Fargo Bank, N.A., Minneapolis, Minnesota, as Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of the Notes, as the owner of the Notes for all purposes, including payments of principal of and redemption premium, if any, and interest on the Notes, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Notes by Participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The County and Registrar/Paying Agent will not be responsible or liable for such transfers of payment or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of the Notes, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on the Notes shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Resolution and the Securities Depository.

This Note and the interest hereon are exempt from all State, county, municipal, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes but the interest on this Note may be included for certain franchise fees or taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, or to be performed precedent to or in the issuance of this Note, do exist, have happened, and have been performed in regular and due time, form and manner, and the amount of this note, and the issue of which this Note is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this Note to be signed with the signature of the Chair of the County Council, attested by the signature of the Interim Clerk to the County Council and the seal of the County impressed, imprinted, or reproduced hereon.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

Chair, County Council

ATTEST:

Clerk to County Council

[FORM OF REGISTRAR/PAYING AGENT'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This note is one of the Notes described in the within mentioned Ordinance of Richland County, South Carolina.

[REGISTRAR/PAYING AGENT] as Registrar/Paying Agent

By: _____
Authorized Officer

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the
entireties

_____ Custodian _____
(Cust) (Minor)

JT TEN - as joint tenants with right
of survivorship and not as
tenants in common

under Uniform Gifts to Minors
Act _____
(state)

Additional abbreviations may also be used though not in above list.

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Transferee)

_____ the within Note and
does hereby irrevocably constitute and appoint _____
attorney to transfer the within Note on the books kept for registration thereof, with full power of
substitution in the premises.

Dated: _____

Signature Guaranteed

(Authorized Officer)

Signature must be guaranteed by
a participant in the Securities Transfer
Agent Medallions Program (STAMP)

Notice: The signature to the assignment must correspond
with the name of the registered owner as it appears
upon the face of the within Note in every particular,
without alteration or enlargement or any change
whatever

FORM OF NOTICE OF SALE

NOTICE OF SALE
 \$ _____ GENERAL OBLIGATION BOND ANTICIPATION NOTES
 (TRANSPORTATION SALES AND USE TAX) SERIES 2015
 OF RICHLAND COUNTY, SOUTH CAROLINA

Sealed and electronic bids for the purchase of all but not part of the above notes (the “Notes”) will be received by Richland County, South Carolina (the “County”), in the case of sealed bids, at the offices of the County Administrator, 2020 Hampton Street, Columbia, South Carolina, and in the case of electronic bids, via PARITY (as explained below) until _____ (Eastern Time) on _____, October ____, 2015.

BID SUBMISSION: Sealed bids must be submitted on bid forms furnished by the County. Sealed bids shall be enclosed in a sealed envelope marked on the outside “Proposal for the Purchase of the County of Richland County, South Carolina, \$50,000,000 General Obligation Bond Anticipation Notes (Transportation Sales and Use Tax), Series 2015.” Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System (“Parity”). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 404-8102.

GOOD FAITH DEPOSIT: No good faith deposit will be required.

NOTE DETAILS: The Notes will be issued in book-entry form in the denomination of \$5,000 or any integral multiple thereof. The Notes will be dated October 30, 2015, the expected date of delivery, and due on October 30, 2016. Interest, calculated on the basis of a 360-day year of twelve 30-day months, will be payable at maturity on October 30, 2016.

REDEMPTION PROVISIONS: The Notes are not subject to optional redemption prior to maturity.

RATINGS: Moody’s and S&P ratings have been applied for.

INTEREST RATES: Bidders must specify the fixed rate of interest the Notes shall bear according to the following restrictions: (a) the interest rate may not exceed six percent (6%) and (b) the interest rate specified must be a multiple of 1/100th of one percent.

REGISTRAR/PAYING AGENT: Regions Bank shall serve as Registrar/Paying Agent for the Notes.

BASIS OF AWARD: The Notes will be awarded to the responsive bidder whose bid results in the lowest NET INTEREST COST (the “NIC”) to the County. The NIC will be calculated as the total interest from October 30, 2015 to October 30, 2016, minus any premium. If two or more bids provide for the same lowest NIC, the County shall award the bid to the bidder whose bid is in the best interest of the County to be determined by the County in its sole discretion, and such determination shall be final. Any bid for less than par will be rejected. The County reserves the right to reject any and all bids and to waive informalities in any or all bids.

In order to calculate the yield on the Notes for federal tax law purposes and as a condition precedent to the award of the Notes, the successful bidder will be required to disclose to the County the price (or yield to maturity) at which the Notes will be reoffered to the public.

The Notes will be awarded or all bids will be rejected by no later than 3:00 P.M. (Eastern Time) on the day bids are opened, _____, 2015.

SECURITY: The full faith, credit and taxing power of the County and the proceeds derived from the sale of general obligation bonds are pledged to the payment of the principal of and interest on the Notes. In addition, Available Revenue (as defined in the Resolution) are pledged for the payment of the Notes.

AUTHORIZATION: The Notes are being issued pursuant to Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, Title 11, Chapter 17, Code of Laws of South Carolina, 1976, as amended, the favorable results of a referendum, Ordinance No. 038-13HR adopted by the County Council of the County on July 16, 2013, and a resolution duly adopted by the County Council of the County on October ____, 2015.

INTEREST AND PRINCIPAL PAYMENTS: Payment of principal of and interest on the Notes will be made directly by the Registrar/Paying Agent to Cede & Co., as the registered owner of the Notes and nominee for The Depository Trust Company (“DTC”), on October 30, 2015, in immediately available funds.

CUSIP NUMBERS: It is anticipated that CUSIP numbers will be printed on the Notes, but neither the failure to print such numbers on the Notes nor any error with respect thereto shall constitute cause for failure or refusal by the successful bidder to accept delivery of and pay for the Notes.

DELIVERY AND PAYMENT: Delivery of the properly executed Notes is expected to be made through DTC on or about October 30, 2015. Payment for the Notes shall be made in immediately available funds.

OFFICIAL STATEMENT: The Preliminary Official Statement has been deemed final by the County for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) but is subject to revision, amendment and completion in a final Official Statement as provided in the Rule. Within seven (7) business days of the bid opening date, the County will deliver the final Official Statement to the successful bidder in sufficient quantity to comply with the Rule.

LEGAL OPINION AND CLOSING CERTIFICATES: The County will furnish upon delivery of the Notes: a Receipt for the Notes; a Signature and No-Litigation Certificate; a Rule 15c2-12 Certificate; a Federal Tax Certificate, and the approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, as Bond Counsel, all without cost to the purchasers.

INFORMATION FROM PURCHASER: At or before delivery, the purchaser of the Notes shall provide a certificate to the County in a form acceptable to Bond Counsel stating the information necessary to enable the County to determine the issue price of the Notes as defined in Section 1273 or 1274 of the Internal Revenue Code of 1986, as amended.

ADDITIONAL INFORMATION: The Preliminary Official Statement and Official Notice of Sale of the County with respect to the Notes are available via the internet at and will be furnished to any person interested in bidding on the Notes upon request to Francenia B. Heizer, Esquire, McNair Law Firm, P. A., Post Office Box 11390, Columbia, South Carolina 29211, telephone (803) 799-9800, e-mail: fheizer@mcnair.net. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Official Notice of Sale as to the complete information concerning the

Notes. For additional information, please contact the County's Bond Counsel, Francenia B. Heizer, Esquire, McNair Law Firm, P.A., Post Office Box 11390, Columbia, South Carolina 29211, telephone (803) 799-9800, e-mail: fheizer@mcnair.net or the County's Financial Advisor, Brian G. Nurick, Managing Director, Compass Municipal Advisors, LLC, 1219 Assembly Street, Suite 202, Columbia, South Carolina 29201; telephone (859) 368-9619, e-mail: brian.nurick@compassmuni.com.

_____, 2015

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as _____, _____, is executed and delivered by Richland County, South Carolina (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Notes (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Notes in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Notes and the 9-digit CUSIP numbers for all Notes to which the document applies.

“Disclosure Representative” means the Finance Director, or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries) or (b) treated as the owner of any Notes for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Notes” means the notes as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Notice Event” means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

“Obligated Person” means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Notes (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Notes, as listed on Appendix A.

“Trustee” means the institution, if any, identified as such in the document under which the Notes were issued.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a

Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the next February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2016. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Failure to File Event has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. on the first business day following the Annual Filing Date for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, for filing with the MSRB.

- (e) The Disclosure Dissemination Agent shall:
- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
 - (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
 - (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
 - (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - “Principal and interest payment delinquencies;”
 - “Non-Payment related defaults, if material;”
 - “Unscheduled draws on debt service reserves reflecting financial difficulties;”
 - “Unscheduled draws on credit enhancements reflecting financial difficulties;”
 - “Substitution of credit or liquidity providers, or their failure to perform;”
 - “Adverse tax opinions, IRS notices or events affecting the tax status of the security;”
 - “Modifications to rights of securities holders, if material;”
 - “Bond calls, if material;”
 - “Defeasances;”
 - “Release, substitution, or sale of property securing repayment of the securities, if material;”
 - “Rating changes;”
 - “Tender offers;”
 - “Bankruptcy, insolvency, receivership or similar event of the obligated person;”
 - “Merger, consolidation, or acquisition of the obligated person, if material;” and
 - “Appointment of a successor or additional trustee, or the change of name of a trustee, if material;”
 - (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this

Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. “amendment to continuing disclosure undertaking;”
2. “change in obligated person;”
3. “notice to investors pursuant to bond documents;”
4. “certain communications from the Internal Revenue Service;”
5. “secondary market purchases;”
6. “bid for auction rate or other securities;”
7. “capital or other financing plan;”
8. “litigation/enforcement action;”
9. “change of tender agent, remarketing agent, or other on-going party;”
10. “derivative or other similar transaction;” and
11. “other event-based disclosures;”

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. “quarterly/monthly financial information;”
2. “change in fiscal year/timing of annual disclosure;”
3. “change in accounting standard;”
4. “interim/additional financial information/operating data;”
5. “budget;”
6. “investment/debt/financial policy;”

7. “information provided to rating agency, credit/liquidity provider or other third party;”
 8. “consultant reports;” and
 9. “other financial/operating data.”
- (viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Issuer, including the information provided in the Official Statement as follows:

- (i) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (ii) Financial and operating data for the fiscal year then ended, to the extent such information is not included in the Issuer’s audited financial statements filed pursuant to clause (1) above, which shall be generally consistent with the tabular information (or other information, as otherwise noted below) contained in the Official Statement under the following headings: [TO BE PROVIDED]. Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final

official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer is an “obligated person” (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or available on the MSRB Internet Website. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer will clearly identify each such document so incorporated by reference.

Any annual financial information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Notes constitutes a Notice Event:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;
- vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax status of the Notes;
- vii. Modifications to rights of Note holders, if material;
- viii. Bond calls, if material, and tender offers;
- ix. Defeasances;
- x. Release, substitution, or sale of property securing repayment of the Notes, if material;
- xi. Rating changes;
- xii. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S.

Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

- xiii. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Notes and the 9-digit CUSIP numbers for the Notes as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event

notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Notes upon the legal defeasance, prior redemption or payment in full of all of the Notes, when the Issuer is no longer an obligated person with respect to the Notes, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Notes. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Notes or under any other document relating to the Notes, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Notes or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Notes.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Notes and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Notes, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Notes, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as
Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

RICHLAND COUNTY, SOUTH CAROLINA, as Issuer

By: _____
Name: W. Anthony McDonald
Title County Administrator

EXHIBIT A

NAME AND CUSIP NUMBERS OF NOTES

Name of Issuer _____
Obligated Person(s) _____
Name of Bond Issue: _____
Date of Issuance: _____
Date of Official Statement _____

CUSIP Number: _____

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer: _____

Obligated Person: _____

Name(s) of Bond Issue(s): _____

Date(s) of Issuance: _____

Date(s) of Disclosure Agreement: _____

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Notes as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated: _____

Digital Assurance Certification, L.L.C., as Disclosure
Dissemination Agent, on behalf of the Issuer

cc:

EXHIBIT C-1

EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the notes to which this event notice relates:

Number of pages attached: _____

_____ Description of Notice Events (Check One):

1. _____ "Principal and interest payment delinquencies;"
2. _____ "Non-Payment related defaults, if material;"
3. _____ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. _____ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. _____ "Substitution of credit or liquidity providers, or their failure to perform;"
6. _____ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. _____ "Modifications to rights of securities holders, if material;"
8. _____ "Bond calls, if material;"
9. _____ "Defeasances;"
10. _____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. _____ "Rating changes;"
12. _____ "Tender offers;"
13. _____ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14. _____ "Merger, consolidation, or acquisition of the obligated person, if material;" and
15. _____ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

_____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-2

VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the notes to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ "amendment to continuing disclosure undertaking;"
2. _____ "change in obligated person;"
3. _____ "notice to investors pursuant to bond documents;"
4. _____ "certain communications from the Internal Revenue Service;"
5. _____ "secondary market purchases;"
6. _____ "bid for auction rate or other securities;"
7. _____ "capital or other financing plan;"
8. _____ "litigation/enforcement action;"
9. _____ "change of tender agent, remarketing agent, or other on-going party;"
10. _____ "derivative or other similar transaction;" and
11. _____ "other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-3

VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying “voluntary financial disclosure” will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer’s and/or Other Obligated Person’s Name:

Issuer’s Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the notes to which this notice relates:

Number of pages attached: ____

____ Description of Voluntary Financial Disclosure (Check One):

1. ____ “quarterly/monthly financial information;”
2. ____ “change in fiscal year/timing of annual disclosure;”
3. ____ “change in accounting standard;”
4. ____ “interim/additional financial information/operating data;”
5. ____ “budget;”
6. ____ “investment/debt/financial policy;”
7. ____ “information provided to rating agency, credit/liquidity provider or other third party;”
8. ____ “consultant reports;” and
9. ____ “other financial/operating data.”

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date: