



# **RICHLAND COUNTY COUNCIL**

## **ADMINISTRATION AND FINANCE COMMITTEE**

Kit Smith	Greg Pearce	Joyce Dickerson, Chair	Kelvin Washington	Valerie Hutchinson
District 5	District 6	District 2	District 10	District 9

**FEBRUARY 23, 2010  
6:00 PM**

**2020 Hampton Street, Columbia, South Carolina**

### **CALL TO ORDER**

### **ELECTION OF CHAIR**

1. Election of Chair [page 3]

### **APPROVAL OF MINUTES**

2. Regular Session: January 26, 2010 [pages 5-7]

### **ADOPTION OF AGENDA**

### **ITEMS FOR ACTION**

3. Bed and Breakfast Homes/Inns [pages 9-16]
4. Design Build Bio-Retention Rain Garden [pages 18-22]
5. Designated Historic Buildings Should be Exempt from Richland County Taxes and Permit Costs [pages 24-29]
6. Grant for the 2009 State Criminal Alien Assistance Program [pages 31-34]
7. Referendum on whether or not Richland County should adopt the Supervisor form of Government [pages 36-39]
8. Ridgewood Streetscape Design [pages 41-53]

## **ADJOURNMENT**



# Richland County Council Request of Action

**Subject**

Election of Chair [page 3]

**Reviews**

# Richland County Council Request of Action

## **Subject**

Regular Session: January 26, 2010 [pages 5-7]

## **Reviews**

# MINUTES OF



## RICHLAND COUNTY COUNCIL ADMINISTRATION AND FINANCE COMMITTEE TUESDAY, JANUARY 26, 2010 6:00 P.M.

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

=====

### MEMBERS PRESENT

Chair: Joyce Dickerson  
Member: Valerie Hutchinson  
Member: L. Gregory Pearce, Jr.  
Member: Kelvin E. Washington, Sr.

Absent: Kit Smith

**ALSO PRESENT:** Paul Livingston, Damon Jeter, Norman Jackson, Bill Malinowski, Gwendolyn Davis Kennedy, Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Larry Smith, Dale Welch, Stephany Snowden, Daniel Driggers, Geo Price, David Hoops, Monique Walters, Michelle Onley

### CALL TO ORDER

The meeting started at approximately 6:02 p.m.

### APPROVAL OF MINUTES

**December 22, 2009 (Regular Session)** – Ms. Hutchinson moved, seconded by Mr. Pearce, to approve the minutes as distributed. The vote in favor was unanimous.

### ADOPTION OF AGENDA

Mr. Pope stated that p. 10 of the agenda needed to be deleted.

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

## ITEMS FOR ACTION

**Ambulance Fee Billing Service Accounting Change** – Mr. Pearce moved, seconded by Ms. Hutchinson, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

**City of Columbia Grant—Gills Creek Watershed** – Ms. Hutchinson moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation for approval. A discussion took place.

The vote in favor was unanimous.

**County Offices to be Closed the Day After Christmas** – Mr. Pearce moved, seconded by Ms. Hutchinson, to forward this item to Council without a recommendation and to have staff to provide a side by side comparison of the County's and the State's holiday schedule. A discussion took place.

The vote was in favor.

**FY 2008 Special Resurfacing and full Depth Patching Project Change Order** – Ms. Hutchinson moved, seconded by Mr. Washington, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

**NESL agreement language and NextGen Fund Freeze** – A discussion took place.

Mr. Pearce moved, seconded by Ms. Hutchinson, to forward this item to Council with a recommendation for denial. The vote was in favor.

**Phone Tree Messaging Software Update** – Mr. Washington moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation to table. The vote in favor was unanimous.

## ITEMS FOR DISCUSSION/INFORMATION

**Increase the Capacity of Bed and Breakfast Lodging to make them more affordable** – Mr. Pearce moved, seconded by Mr. Washington, to forward this item to the February committee meeting for action. The vote in favor was unanimous.

**Video System for Council Chambers** – The committee accepted this item as information.

## ADJOURNMENT

The meeting adjourned at approximately 6:40 p.m.

Submitted by,

Joyce Dickerson, Chair

The minutes were transcribed by Michelle M. Onley

# Richland County Council Request of Action

## **Subject**

Bed and Breakfast Homes/Inns [pages 9-16]

## **Reviews**

## Richland County Council Request for Action

Subject: Bed and Breakfast Homes/Inns

### **A. Purpose**

County Council is requested to consider an Ordinance to amend the Richland County Code of Ordinances; Chapter 26, Land Development; so as to allow Bed and Breakfast Homes/Inns as a permitted Use in RC Rural Commercial Districts.

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

Currently, Bed and Breakfast Homes/Inns are permitted in the RC Rural Commercial District with special requirements, including a maximum of five (5) guest rooms per home/inn. At the December 22, 2009 Administration and Finance Committee meeting, the Committee unanimously voted in favor of requesting staff to explore options for properties zoned Rural Commercial so as to increase the capacity of such lodging to make them more profitable.

Staff reviewed the request and recommends that Bed and Breakfast Homes/Inns remain with special requirements in the RC Rural Commercial District, for the following reasons:

The need to amend the Land Development Code is normally necessitated by the inability or difficulty of applicants to establish projects due to the strict provisions of the code. Staff is unable to determine if the special requirements for Bed and Breakfast Homes/Inns are excessive because of the insufficient number of requests that have been presented to the department, either by submittal of plans or pre-application meetings.

However, if Council should desire to increase the capacity then staff recommends allowing Bed and Breakfast Homes/Inns as a permitted Use in the RC Rural Commercial District. The proposed ordinance is attached.

### **C. Financial Impact**

None. This ordinance is revenue neutral.

### **D. Alternatives**

1. Approve the amended language to the Land Development Code, and forward it to the Planning Commission for their recommendation.
2. Approve alternative ordinance language, and forward it to the Planning Commission for their recommendation.
3. Do not approve the ordinance amendment.

**E. Recommendation**

Staff recommends approving Alternative No. 3.

Recommended by: A&F Committee

Date: December 22, 2009

**F. Approvals**

**Finance**

Reviewed by Daniel Driggers:

Date: 1/14/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion. Based on section c there is no financial impact.

**Legal**

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion

**Administration**

Reviewed by: Tony McDonald

Date: 1/20/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This is left to the Council's discretion; however, if Council should desire to increase the capacity, staff recommends allowing Bed and Breakfast Homes / Inns as a permitted use in the RC Rural Commercial District.

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-10HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE V, ZONING DISTRICTS AND DISTRICT STANDARDS; SECTION 26-141, TABLE OF PERMITTED USES WITH SPECIAL REQUIREMENTS, AND SPECIAL EXCEPTIONS; “BUSINESS, PROFESSIONAL AND PERSONAL SERVICES” OF TABLE 26-V-2.; AND ARTICLE VI, SUPPLEMENTAL USE STANDARDS; SECTION 26-151, PERMITTED USES WITH SPECIAL REQUIREMENTS; SO AS TO ALLOW “BED AND BREAKFAST HOMES/INNS” AS A PERMITTED USE IN THE RC RURAL COMMERCIAL ZONING DISTRICT.

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

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

(ORDINANCE CONTINUES ON NEXT PAGE)

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
<b><u>Business, Professional and Personal Services</u></b>																	
Accounting, Tax Preparation, Bookkeeping, and Payroll Services											P	P	P	P	P	P	
Advertising, Public Relations, and Related Agencies											P	P	P	P			
Automatic Teller Machines											P	P	P	P	P	P	P
Automobile Parking (Commercial)											P	P	P	P	P	P	P
Automobile Rental or Leasing																	
Automobile Towing, Not Including Storage																	
Automobile Towing, Including Storage Services																	
Banks, Finance, and Insurance Offices											P	SR	SR	P	P	P	
Barber Shops, Beauty Salons, and Related Services		SR							SR	SR	P	P	P	P	P	P	
Bed and Breakfast Homes/Inns		P	SR						SR	SR	P	P	SR P	P	P		
Body Piercing Facilities														SR			
Building Maintenance Services, Not Otherwise Listed														P	P	P	P
Car and Light Truck Washes (See also Truck Washes)													SR	P	P	P	P
Carpet and Upholstery Cleaning Services														P	P	P	P
Computer Systems Design and Related Services											P	P	P	P	P	P	P
Clothing Alterations/Repairs; Footwear Repairs											P	P	P	P	P		
Construction, Building, General Contracting, with Outside Storage															SR	SR	P
Construction, Building, General Contracting, without Outside Storage											P	P	P	P	P	P	P
<b>USE TYPES</b>	<b>TROS</b>	<b>RU</b>	<b>RR</b>	<b>RS-E</b>	<b>RS-LD</b>	<b>RS-MD</b>	<b>RS-HD</b>	<b>MH</b>	<b>RM-MD</b>	<b>RM-HD</b>	<b>OI</b>	<b>NC</b>	<b>RC</b>	<b>GC</b>	<b>M-1</b>	<b>LI</b>	<b>HI</b>
Construction, Heavy, with Outside Storage															SR	SR	P



	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
Picture Framing Shops																	
Professional, Scientific, and Technical Services, Not Otherwise Listed											P	P	P	P	P	P	
Publishing Industries																	
Real Estate and Leasing Offices											P	P	P	P	P	P	
Recreational Vehicle Parks and Recreation Camps		SR															
Rental Centers, with Outside Storage														SR	P	P	P
Rental Centers, without Outside Storage													P	P	P	P	P
Repair and Maintenance Services, Appliance and Electronics													SR	SR	SR	SR	P
Repair and Maintenance Services, Automobile, Major															P	P	P
Repair and Maintenance Services, Automobile, Minor													P	P	P	P	P
Repair and Maintenance Services, Boat and Commercial Trucks, Large															P		P
Repair and Maintenance Services, Boat and Commercial Trucks, Small															P	P	P
Repair and Maintenance Services, Commercial and Industrial Equipment															P	P	P
Repair and Maintenance Services, Home and Garden Equipment														P	P		
<b>USE TYPES</b>																	
Repair and Maintenance Services, Personal and Household Goods																	
Repair and Maintenance Services, Television, Radio, or Other Consumer Electronics														P	P	P	
<b>Research and Development Services</b>											SR				P	P	P
Security and Related Services														P	P	P	
Septic Tank Services													P				
Tanning Salons																	
Tattoo Facilities																	
Taxidermists																	
Theaters, Live Performances																	



SECTION II. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (b) Permitted uses with special requirements listed by zoning district; Paragraph (10) Bed and Breakfast Homes/Inns.; is hereby amended to read as follows:

- (10) Bed and Breakfast Homes/Inns - (RR, RM-MD, RM-HD, ~~RC~~)

SECTION III. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c) Standards; Subparagraph (10) Bed and Breakfast Homes/Inns; Clause a; is hereby amended to read as follows:

- a. Use districts: Rural Residential; Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density; ~~Rural Commercial.~~

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

SECTION VI. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2010.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
\_\_\_\_\_, Chair

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

OF \_\_\_\_\_, 2010

\_\_\_\_\_  
Michielle R. Cannon-Finch  
Clerk of Council

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

# Richland County Council Request of Action

**Subject**

Design Build Bio-Retention Rain Garden [pages 18-22]

**Reviews**

# Richland County Council Request of Action

**Subject:** Design-Build Bio-retention Rain garden

## **A. Purpose**

County Council is requested to authorize the Neighborhood Improvement Program (NIP)'s use of a design-build process for a bio-retention rain garden project on Decker Boulevard. More specifically, the site would consist of an approximately 15'x140' rectangle area and an approximately 15'x110' rectangle area at 2500 Decker Boulevard, both parcels being a portion of TMS # R16911-03-01.

## **B. Background / Discussion**

### **Why a bio-retention rain garden on Decker Boulevard?**

#### **Decker Master Plan**

The request for such a project was first brought forward in 2007, when County Council adopted a master plan for the Decker Boulevard community. The master plan recommends on-site retention in area parking lots. Most of the commercial sites along Decker Boulevard are almost 100% impervious surfaces without any stormwater retention mechanisms. Stormwater flows in sheets onto Decker Boulevard and into stormwater pipes, dumping into the nearby Jackson Creek, Cary Lake and eventually Gills Creek, which is a severely impaired watershed. The bio-retention rain garden will help capture some of the storm water onsite, reduce the sheet flow of stormwater to Decker, and filter pollutants before the water enters the water bodies.

Another reason the master plan calls for this type of project is that Decker Boulevard is a major corridor with high traffic volume and visibility. Citizens, contractors and developers will see a bio-retention rain garden and may be inspired to replicate the project on their site as well. County Council's approval of this project is a catalyst investment for implementing the Decker Plan and revitalizing the corridor.

#### **County Council Strategic Plan and Water Quality Efforts**

In the County's strategic plan, one of the strategies to managing growth is to "ensure the conservation and protection of natural resources, including green space, air, and water quality". As previously mentioned, the runoff from this site has proven to have a negative impact on the water quality in Jackson Creek. Thus, installing a rain garden near Jackson Creek/Gills Creek aligns with the strategic goals and shows the County's commitment to improving water quality.

Similarly, County Council recently approved a series of dredging project in the Cary Lakes and a mitigation bank on the property adjacent to the proposed project site. The bio-retention rain garden is necessary to maximize the efforts of the dredging project and mitigation bank.

### **Why use a design-build process?**

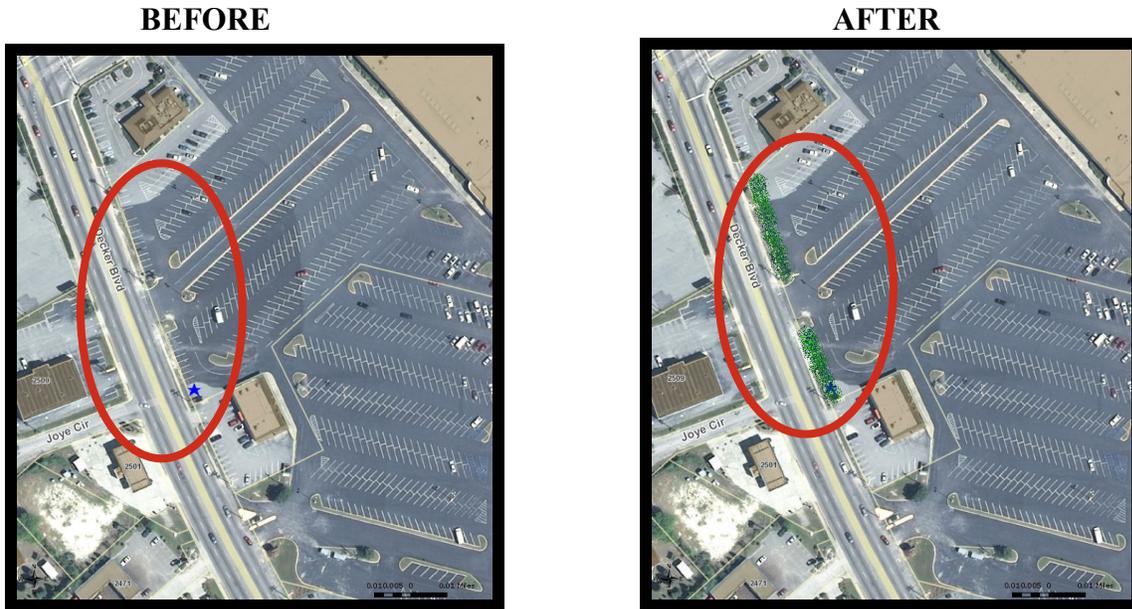
We are requesting approval to contract with a single entity known as the **design-builder** to help minimize the project risk for the County. To date, the County has only constructed one (1) rain garden, and it was on a smaller scale and not in a parking lot. A design-builder provides numerous benefits:

- **Enhanced communication** between the service provider and the client. The design parameters of a project will be developed along with the budgetary goals - construction methodologies and budget conditions are weighed simultaneously. The County will have greater access to the project "team" as the project is being developed.
- **Increased accountability** by the service provider. Rather than a fragmented level of responsibility of the classic design-bid-build, design-build provides an integrated solution for this project and for the County. This eliminates potential "finger-pointing" that may occur with a construction project where the County has little experience. Thus, the County would deal with one (1) entity with any questions or project concerns.
- **Single source** project delivery. Design revisions, project feedback, budgeting, permitting, construction issues, change orders, and billing can all be routed through one firm, as opposed to several contractors and consultants.
- A **value based** project feedback system. Typically, in order for a contractor to bid on a project, very specific details relating to the methods and materials must be given to avoid any ambiguity and to make an "apples to apples" comparison of the bids. This would be difficult in a project where selecting landscaping and specific plants are required.
  - In a design-build context, the County Procurement Department, County staff, and the design-builder can work together in determining what methods and materials will maximize the project value. In instances where marginally more expensive materials, designs, or construction methods might yield a higher return on investment for the County rather than those of lower cost, the County would have the ability to adjust the project's program without having to re-bid the entire project.

**Continued on next page→**

**Proposed project site**

In recent months, the Neighborhood Improvement Program (NIP) was contacted by a commercial property owner on Decker Boulevard – Taylor/Theus Holding, Inc. Mr. Bill Theus, who is a partner in the holding company, is interested in forming a public-private partnership to install a bio-retention rain garden on their commercial lot. Taylor/Theus Holding, Inc.’s property is located at the corner of Joye Circle and Decker Blvd (close to O’Neil Court); the physical address is 2500 Decker Boulevard, Columbia, SC.



The property owner is working with the SC Department of Commerce in pursuit of a tenant (i.e. a call center or international market). This project will enhance Decker Boulevard and the site itself, thereby attracting a tenant and increasing job opportunities.

**C. Financial Impact**

Funds were appropriated in the NIP professional services account, 526500, in the amount of \$390,000 for implementation of neighborhood and capital improvement projects, such as this.

Below is a table outlining the estimated project costs:

Hardscape	\$50,500.00
Landscape	\$ 28,850.00
Professional Services	\$ 5,000.00
<b>Subtotal</b>	<b>\$84,350.00</b>
<b>15% contingency</b>	<b>\$12,652.50</b>
<b>TOTAL</b>	<b>\$97,002.50</b>

The design-build process is likely to save the county money because it streamlines the project into one single source.

## D. Alternatives

1. Approve the request from the Neighborhood Improvement Program to proceed with the bioretention rain garden pilot project and use the design-build process as the preferred procurement process.
2. Approve the request from Neighborhood Improvement Program to proceed with the bioretention rain garden pilot project, but do not use the design-build process to procure the project.
3. Do not approve the Neighborhood Improvement Program in proceeding with the bioretention rain garden pilot project and using the design-build process as the preferred procurement process.

## E. Recommendation

It is recommended that Council authorize the Neighborhood Improvement Program to proceed with the bioretention rain garden pilot project and use the design-build process as the preferred procurement process.

Recommended by: Erica Hink                      Department: Planning                      Date: 2/2/10

## F. Reviews

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

### Finance

Reviewed by: Daniel Driggers

Date: 2/12/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: no recommendation

### Procurement

Reviewed by: Rodolfo Callwood

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: No recommendations; this process doesn't reduce risk to the County; the only process that reduces risk to the County would be Construction Management at Risk with a guaranteed maximum project price.

### Legal

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: No recommendation: If however, the Council decides to proceed with this project it appears that Neighborhood Improvement and Procurement need to get together to see if there can be mutual agreement regarding which process would best work for the county.

**Administration**

Reviewed by: Sparty Hammett

✓ Recommend Council approval

Comments regarding recommendation:

Date: 2/17/10

Recommend Council denial

# Richland County Council Request of Action

**Subject**

Designated Historic Buildings Should be Exempt from Richland County Taxes and Permit Costs [pages 24-29]

**Reviews**

## Richland County Council Request of Action

**Subject:** Designated Historic Buildings should be “exempt” from Richland County Taxes and Permit Costs

### A. Purpose

Council is requested to consider the motion made at the February 2, 2010 Council Meeting and direct staff as appropriate.

### B. Background / Discussion

The following motion was made at the February 2, 2010 Council Meeting by Councilmember Washington:

Designated Historic Buildings should be ‘exempt’ from Richland County Taxes and Permit Costs.

It is at this time that staff is requesting direction from Council with regards to this motion.

Staff in the Richland County Auditor’s Office indicated that they do not have a way of knowing what properties are considered historic because neither county nor city properties are coded in this manner. This issue would have to be addressed if Council wishes to pursue this motion.

In addition, staff in Richland County’s Planning Department’s Permit Services Division indicates that most historic buildings located within the county would fall under the Commercial Permit Fee schedule. The Permit Services Division does not track building permits by historic designation; therefore, it would be difficult to determine how much was paid in permit fees on buildings designated as Historic. This motion carries with it a specific financial impact, which would have to be addressed if Council wishes to pursue this motion.

The Department of Archives and History maintains a list of historic properties by county; however, this list does not indicate whether these properties are located in the incorporated or unincorporated part of the County. Attached is a list of historic properties located within the boundaries of Richland County as of June 30, 2009. Staff would have to go through the attached list to determine those properties in the unincorporated areas of the County in order to determine which properties would qualify for Mr. Washington’s proposal. Again, this motion carries with it a specific financial impact, which would have to be addressed if Council wishes to pursue this motion.

Currently, however, the County offers historical incentives via the Bailey Ordinance. This ordinance offers a special tax assessment for rehabilitated Historic properties that meet certain eligibility criteria. Upon final approval by the County, certified properties receive a special property tax assessment equal to the pre-rehabilitation value for a period of ten years.

**C. Financial Impact**

At this time, the financial impact of this motion cannot be determined, as staff must perform additional duties associated with this request (as aforementioned) in order to determine the fiscal impact.

**D. Alternatives**

- 1. Approve the motion and direct staff as appropriate.
- 2. Do not approve the motion.

**E. Recommendation**

Council discretion

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers

Date: 2/12/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: As stated in the section “c”, the financial impact cannot be determine based on the information provided therefore no recommendation is made.

**Legal**

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Pursuant to S.C. Code of Laws Sec. 12-37-220, the S.C. General Assembly has determined what properties are exempt from the payment of property taxes. As a result, Richland County is preempted by state law and would not have the authority to create such an exemption by ordinance.

If the Council was interested in pursuing such an exemption, I would recommend that we request of our Legislative Delegation to sponsor legislation that would amend the current exemptions to include historic properties.

**Administration**

Reviewed by: J. Milton Pope

Date: 2-12-10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Committee/Council discretion... however as mentioned in the ROA Council has already pass historic housing initiatives.

**NATIONAL REGISTER OF HISTORIC PLACES IN SOUTH CAROLINA**  
(Listings by County and By Date Listed, as of June 3, 2009)

The National Register of Historic Places is a list of properties significant in our nation's past that is maintained by the National Park Service. South Carolina has more than 1,300 listings in the National Register. This includes more than 160 historic districts. More information about the National Register is available at <http://shpo.sc.gov/properties/register/>.

National Register Name in **BOLD**; Alternate Names in Parentheses after National Register Name

NHL: National Historic Landmark  
MPS: Multiple Property Submission  
MRA: Multiple Resource Area  
TR: Thematic Resources

**RICHLAND COUNTY**

1. **Hampton-Preston House**, 1615 Blanding St., Columbia 7/29/69
2. **Lace House** (Robertson House), 803 Richland St., Columbia 12/17/69
3. **South Carolina Governor's Mansion**, 800 Richland St., Columbia 6/5/70
4. **South Carolina State Hospital, Mills Building** (South Carolina Lunatic Asylum), 2100 Bull St., Columbia (NHL) 6/5/70; NHL 11/7/73
5. **Old Campus District, University of South Carolina**, (University of South Carolina Historic District), Columbia 6/5/70
6. **South Carolina State House**, Main & Gervais Sts., Columbia (NHL) 6/5/70; NHL 5/11/76
7. **Ainsley Hall House** (Robert Mills House), 1616 Blanding St., Columbia (NHL) 7/16/70; NHL 11/7/73
8. **Washington Street United Methodist Church**, 1401 Washington St., Columbia 12/18/70
9. **First Baptist Church**, 1306 Hampton St., Columbia (NHL) 1/25/71; NHL 11/7/73
10. **First Presbyterian Church**, 1324 Marion St., Columbia 1/25/71
11. **Kensington Plantation House**, off S.C. Hwy. 764, Eastover vicinity 1/25/71
12. **Trinity Episcopal Church**, 1100 Sumter St., Columbia 2/24/71
13. **Millwood**, U.S. Hwy. 378, Columbia vicinity 3/18/71
14. **Hale-Elmore-Seibels House** (Seibels House), 1601 Richland St., Columbia 5/6/71
15. **Horry-Guignard House**, 1527 Senate St., Columbia 5/6/71
16. **Chesnut Cottage**, 1718 Hampton St., Columbia 5/6/71
17. **Caldwell-Hampton-Boyleston House**, 829 Richland St., Columbia 5/6/71
18. **Columbia Historic District I**, Columbia 5/6/71
19. **Columbia Historic District II**, Columbia 5/6/71; Boundary Increase 6/28/82
20. **Arsenal Hill** (Palmetto Iron Works and Armory), 1800 Lincoln St., Columbia 11/23/71
21. **Preston C. Lorick House**, 1727 Hampton St., Columbia 2/23/72
22. **Thomas Woodrow Wilson Boyhood Home**, 1705 Hampton St., Columbia 2/23/72
23. **DeBruhl-Marshall House**, 1401 Laurel St., Columbia 3/23/72
24. **Sylvan Building** (Central National Bank), 1500 Main St., Columbia 3/23/72
25. **Supreme Court of South Carolina Building** (Old United States Post Office), Gervais & Sumter Sts., Columbia 10/18/72
26. **Mann-Simons Cottage**, 1403 Richland St., Columbia 4/23/73
27. **Union Station** (Atlantic Coast Line Railroad and Southern Railway Station; California Dreaming), 401 S. Main St., Columbia 6/19/73
28. **Columbia City Hall** (Old United States Courthouse and Post Office), Main & Laurel Sts., Columbia 6/19/73
29. **Town Theatre**, 1012 Sumter St., Columbia 10/9/74
30. **Allen University Historic District**, 1530 Harden St., Columbia 4/14/75
31. **Chapelle Administration Building**, Allen University, 1530 Harden St., Columbia (NHL) 12/8/76
32. **Columbia Canal**, E bank of the Broad & Congaree Rivers, Columbia 1/15/79
33. **National Loan and Exchange Bank Building** (Barringer Building), 1338 Main St., Columbia (Columbia MRA) 3/2/79
34. **Woodrow Memorial Presbyterian Church** (Bishop's Memorial A.M.E. Church), 2221 Washington St., Columbia (Columbia MRA) 3/2/79
35. **1210-1214 Main Street** (Capitol Cafe), Columbia (Columbia MRA) 3/2/79
36. **Consolidated Building**, 1326-1330 Main St., Columbia (Columbia MRA) 3/2/79

37. **Dovilliers-Manning-Magoffin House**, 4203 St. Clair Dr., Columbia (Columbia MRA) 3/2/79
38. **W.B. Smith Whaley House** (Dunbar Funeral Home), 1527 Gervais St., Columbia (Columbia MRA) 3/2/79
39. **Eau Claire Town Hall and Survey Publishing Company Building**, 3904 Monticello Rd., Columbia (Columbia MRA) 3/2/79
40. **Ebenezer Lutheran Chapel**, 1301 Richland St., Columbia (Columbia MRA) 3/2/79
41. **Ensor-Keenan House**, 801 Wildwood Ave., Columbia (Columbia MRA) 3/2/79
42. **Heslep House**, 203 Saluda Ave., Columbia (Columbia MRA) 3/2/79
43. **B.B. Kirkland Seed and Distributing Company** (Hinson Feed and Seed Company), 912 Lady St., Columbia (Columbia MRA) 3/2/79
44. **Kress Building**, 1508 Main St., Columbia (Columbia MRA) 3/2/79
45. **Lever Building**, 1613 Main St., Columbia (Columbia MRA) 3/2/79
46. **Logan School**, 815 Elmwood Ave., Columbia (Columbia MRA) 3/2/79
47. **McCord House**, 1431 Pendleton St., Columbia (Columbia MRA) 3/2/79
48. **Alston House** (McDuffie's Antiques), 1811 Gervais St., Columbia (Columbia MRA) 3/2/79
49. **Moore-Mann House**, 1611 Hampton St., Columbia (Columbia MRA) 3/2/79
50. **1644 Main Street** (Tapp's Department Store), Columbia (Columbia MRA) 3/2/79
51. **United States Courthouse**, 1100 Laurel St., Columbia (Columbia MRA) 3/2/79
52. **Wallace-McGee House**, 415 Harden St., Columbia (Columbia MRA) 3/2/79
53. **Zimmerman House**, 1332 Pickens St., Columbia (Columbia MRA) 3/2/79
54. **Zimmerman School**, 1336 Pickens St., Columbia (Columbia MRA) 3/2/79
55. **Lyles-Gudmundson House**, Columbia (ADDRESS RESTRICTED) (Columbia MRA) 3/2/79
56. **Confederate Printing Plant** (Evans and Cogswell Company), Gervais & Huger Sts., Columbia 3/28/79
57. **Lutheran Theological Seminary Building, Beam Dormitory**, 4201 Main St., Columbia (Columbia MRA) 8/28/79
58. **House of Peace Synagogue** (The Big Apple), Hampton & Park Sts., Columbia (Columbia MRA) 8/28/79
59. **Gervais Street Bridge**, over the Congaree River, Columbia (Columbia MRA) 11/25/80
60. **1722-24 Main Street** (Bouchier Building), Columbia (Columbia MRA) 11/25/80
61. **Canal Dime Savings Bank**, 1530 Main St., Columbia (Columbia MRA) 11/25/80
62. **First National Bank**, 1208 Washington St., Columbia (Columbia MRA) 11/25/80
63. **Palmetto Building**, 1400 Main St., Columbia (Columbia MRA) 11/25/80
64. **Babcock Building, South Carolina State Hospital**, (New South Carolina State Asylum), Bull St., Columbia 10/30/81
65. **Bethel A.M.E. Church**, 1528 Sumter St., Columbia (Columbia MRA) 5/24/82
66. **303 Saluda Avenue** (John C. Heslep House), Columbia (Columbia MRA) 5/24/82
67. **Columbia Mills Building** (Mt. Vernon Mill; South Carolina State Museum), Gervais St. on the Congaree River (Columbia MRA) 5/24/82
68. **Taylor House** (Columbia Museum of Art), 1505 Senate St., Columbia (Columbia MRA) 7/6/82
69. **Arcade Building**, 1332 Main St., Columbia (Columbia MRA) 11/17/82
70. **West Gervais Street Historic District**, Columbia (Columbia MRA) 4/27/83
71. **Richland Cotton Mill** (Whaley's Mill), 211-221 Main St., Columbia 11/10/83
72. **Fair-Rutherford and Rutherford Houses**, 1326 Gregg St., Columbia 4/5/84
73. **Wardlaw Junior High School** (Wardlaw Middle School), 1003 Elmwood Ave., Columbia (Columbia MRA) 9/13/84
74. **Palmetto Compress and Warehouse Company Building**, 617 Devine St., Columbia (Columbia MRA) 10/17/85
75. **Chappell House**, Cedar Creek vicinity (ADDRESS RESTRICTED) 3/27/86
76. **Keziah Goodwyn Hopkins Brevard House** (Alwehav), Horrell Hill vicinity (ADDRESS RESTRICTED) (Lower Richland County MRA) 3/27/86
77. **Laurelwood**, Eastover vicinity (ADDRESS RESTRICTED) (Lower Richland County MRA) 3/27/86
78. **Magnolia** (Wavering Place), Gadsden vicinity (Lower Richland County MRA) 3/27/86; Additional Documentation Approved, 4/4/96
79. **John Jacob Calhoun Koon Farmstead**, S.C. Sec. Rd. 27, Ballentine vicinity 3/27/86

116. <b>Cook's Lake Cattle Mound</b> , Hopkins vicinity ( <b>ADDRESS RESTRICTED</b> ) (Congaree Swamp National Monument MPS)	11/25/96
117. <b>Cooner's Cattle Mound</b> , Hopkins vicinity ( <b>ADDRESS RESTRICTED</b> ) (Congaree Swamp National Monument MPS)	11/25/96
118. <b>Dead River Cattle Mound</b> , Hopkins vicinity ( <b>ADDRESS RESTRICTED</b> ) (Congaree Swamp National Monument MPS)	11/25/96
119. <b>Dead River Dike</b> , Hopkins vicinity ( <b>ADDRESS RESTRICTED</b> ) (Congaree Swamp National Monument MPS)	11/25/96
120. <b>Northwest Boundary Dike</b> , Hopkins vicinity ( <b>ADDRESS RESTRICTED</b> ) (Congaree Swamp National Monument MPS)	11/25/96
121. <b>Southwest Boundary Dike</b> , Hopkins vicinity ( <b>ADDRESS RESTRICTED</b> ) (Congaree Swamp National Monument MPS)	11/25/96
122. <b>McMaster School</b> , 1106 Pickens St., Columbia	7/25/97
123. <b>Bellevue Historic District</b> , Columbia	9/30/97
124. <b>Curtiss-Wright Hangar</b> (Owens Field Municipal Airport Hangar), 1400 Jim Hamilton Blvd., Columbia	4/30/98
125. <b>Ladson Presbyterian Church</b> , 1720 Sumter St., Columbia	4/30/98
126. <b>George R. Price House</b> , 3000 Forest Dr., Columbia	4/30/98
127. <b>South Carolina State Armory</b> , 1219 Assembly St., Columbia	2/5/99
128. <b>Carver Theatre</b> , 1519 Harden St., Columbia	7/17/03
129. <b>Old Shandon Historic District</b> , Columbia	9/2/03
130. <b>University Neighborhood Historic District</b> , Columbia	10/13/04
131. <b>Olympia Mill</b> , 500 Heyward St., Columbia	2/2/05
132. <b>North Columbia Fire Station No. 7</b> , 2622 N. Main St., Columbia	6/1/05
133. <b>Columbia Township Auditorium</b> , 1703 Taylor St., Columbia (Segregation in Columbia, South Carolina MPS)	9/28/05
134. <b>Harden Street Substation</b> , 1901 Harden St., Columbia (Segregation in Columbia, South Carolina MPS)	9/28/05
135. <b>A.P. Williams Funeral Home</b> , 1808 Washington St., Columbia (Segregation in Columbia, South Carolina MPS)	9/28/05
136. <b>Woodlands</b> , 409 Old Woodlands Rd., Columbia	2/1/06
137. <b>Wade Hampton State Office Building</b> , 1015 Sumter St., Columbia (Segregation in Columbia, South Carolina MPS)	3/7/07
138. <b>Raymond Price House</b> , 3004 Forest Dr., Columbia	9/27/07
139. <b>Forest Hills Historic District</b> , bounded by Gervais St., Manning St., Forest Dr., and Glenwood Rd., Columbia	9/28/07
140. <b>Harriet M. Cornwell Tourist House</b> , 1713 Wayne St., Columbia (Segregation in Columbia, South Carolina MPS)	10/5/07
141. <b>Pacific Community Association Building</b> , 701 Whaley St., 214 Wayne St., Columbia (Textile Mills Designed by W.B. Smith Whaley MPS)	10/24/07
142. <b>Good Samaritan-Waverly Hospital</b> , 2204 Hampton St., Columbia (Segregation in Columbia, South Carolina MPS)	7/28/08
143. <b>Pine Grove Rosenwald School</b> , 937 Piney Woods Rd., Columbia (Rosenwald School Building Program in South Carolina MPS)	1/29/09
144. <b>Wesley Methodist Church</b> , 1727 Gervais St., Columbia (Segregation in Columbia, South Carolina MPS)	1/29/09

# Richland County Council Request of Action

## **Subject**

Grant for the 2009 State Criminal Alien Assistance Program [pages 31-34]

## **Reviews**

## Richland County Council Request of Action

**Subject:** Approve Grant for the 2009 State Criminal Alien Assistance Program

### A. Purpose

County Council is being requested to approve the 2009 State Criminal Alien Assistance Program grant that was not included in the Grant Budget Request for 2009-2010.

### B. Background / Discussion

Each year, Richland County receives an allocation from the Department of Justice for the State Criminal Alien Assistance Program. The 2009 allocation is \$31,833 and no County match is required. The funds will be used at the Alvin S. Glenn Detention Center for medical services and gang intervention training.

This grant was accidentally left out of the Detention Center's budget packet for FY 2009-10 and has not been approved by Richland County Council. It is at this time that we are asking for Council's approval and acceptance of this grant.

### C. Financial Impact

Grant Program	Grant Funds	Local Match
State Criminal Alien Assistance Program	\$31,833	\$0
Total Grant Budget Request	\$31,833	\$0

### D. Alternatives

1. Approve the request to accept the grant funds.
2. Do not approve, forfeit the grant funds, and decrease likelihood for future funding.

### E. Recommendation

It is recommended that Council approve the request to accept the \$31,833 in grant funds listed above from the State Criminal Alien Assistance Program.

Recommended by: Sara Salley, Grants Manager Dept: Administration Date: 2-2-10

**F. Reviews**

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

**Finance**

Reviewed by Daniel Driggers:

✓ Recommend Council approval

Comments regarding recommendation:

Date: 02/09/10

Recommend Council denial

**Legal**

Reviewed by: Larry Smith

✓ Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

**Administration**

Reviewed by: J. Milton Pope

✓ Recommend Council approval

Comments regarding recommendation: Recommend approval

Date: 2-9-2010

Recommend Council denial

**Sara Salley**

**From:** Husted, Joseph [Joseph.Husted@usdoj.gov]  
**Sent:** Thursday, January 14, 2010 1:16 PM  
**To:** Sara Salley  
**Subject:** SCAAP Instructions

Dear SCAAP Recipient,

As of this date, your jurisdiction has not yet drawdown the FY 2009 SCAAP award. The award was originally released and notice given in late October and the final deadline for drawdown of the funds is January 26, 2010. Please see the directions below for assistance in accepting the SCAAP funding.

Thank you,

SCAAP Program Team

The Bureau of Justice Assistance (BJA) is pleased to announce that your Fiscal Year 2009 State Criminal Alien Assistance Program (SCAAP) award is complete and is ready for drawdown. To view the FY 2009 SCAAP awards, visit <http://www.ojp.usdoj.gov/BJA/grant/scaap.html>.

**Please follow the instructions below to accept your SCAAP award:**

- o Access the Grants Management System web site at <https://grants.ojp.usdoj.gov/> and log on using your SCAAP user id and password.
- o Locate the Application status block that contains your 2009 SCAAP application. You will see "View" and "Drawdown" links under the "Action" header located on the right side of this block.
- o Click on "Drawdown." This will take you to an acceptance screen that displays your grant number, jurisdiction name, and award amount at the top. Please print this screen for your records.
- o Select at least one use of SCAAP funds on the provided list. **Multiple selections are possible with the Control key and mouse click.**
- o Review and click the certification checkbox before accepting the award.
- o **Use of SCAAP Awards:** The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only.
- o At the bottom of the screen, there is an "Accept" and "Decline" button. After you accept your award, you will be taken to a screen that confirms your acceptance. **Applicants are required to accept awards online within 45 calendar days of this award notice. This email serves as notice for you to accept your SCAAP award online.**
- o Following your acceptance of the SCAAP terms, conditions, and award amount, OJP will initiate an electronic payment to your bank account of record, verified through the online SCAAP registration process.
- o Allow 15 business days for the electronic payment process to occur.

For questions concerning your SCAAP award amount, please email BJA at [SCAAP@ojp.usdoj.gov](mailto:SCAAP@ojp.usdoj.gov). For password resets, technical or system-related questions, please call the GMS Helpdesk at 1-888-549-9901, Option 5 or email [GMSHelp@ojp.usdoj.gov](mailto:GMSHelp@ojp.usdoj.gov). For questions related to the electronic transfer of funds or bank account of record, please contact the OCFO Customer Service Center at 1-800-458-0786 or [AskOCFO@usdoj.gov](mailto:AskOCFO@usdoj.gov).

Thank you and congratulations on your SCAAP award.

2/2/2010

**Item# 6**

Attachment number 1  
Page 3 of 4

SCAAP Program Team

Bureau of Justice Assistance

Joseph Husted  
 Policy Advisor  
 Bureau of Justice Assistance  
 U.S. Department of Justice  
 Phone: 202-353-4411  
 Fax: 202-305-1367

Richland County Allocation Amount \$31,833.

SC	Colleton County	\$3,908.00
SC	County of Laurens	\$6,439.00
SC	County of Greenwood	\$6,521.00
SC	County of Pickens	\$6,524.00
SC	County of Dorchester	\$6,933.00
SC	County of Berkeley	\$9,577.00
SC	Georgetown County	\$9,673.00
SC	County of Anderson	\$13,593.00
SC	Aiken County	\$15,862.00
SC	Richland County Government	\$31,833.00
SC	County of York	\$33,874.00
SC	County of Greenville	\$36,747.00
SC	County of Horry	\$62,327.00
SC	LEXINGTON COUNTY	\$64,935.00
SC	Beaufort County	\$72,923.00
SC	State of South Carolina	\$459,670.00

# Richland County Council Request of Action

**Subject**

Referendum on whether or not Richland County should adopt the Supervisor form of Government [pages 36-39]

**Reviews**

## Richland County Council Request for Action

Subject: To place on the ballot for referendum whether or not Richland County should adopt the Council- Supervisor form of Government

### A. Purpose

This request is, per Ms. Smith's motion, to place on the ballot for referendum whether or not Richland County should adopt the Council-Supervisor form of government.

### B. Background / Discussion

During the Motion Period of the February 2, 2010, County Council meeting, Ms. Smith made a motion to place on the ballot for referendum whether or not Richland County should adopt the Council-Supervisor form of government.

Title 4 of the South Carolina Code of Laws sets out the allowed forms of government for counties. Richland County currently operates under the Council-Administrator form of government.

Section 4-9-10(c) establishes the requirements for changing the form of government of a county. The section states that a referendum is required to change a county's form of government, and such referendum "may be called by the governing body or upon petition of not less than ten percent of the registered electors of the county." It goes on to state:

Referendums shall be conducted by the county election commissioner and may be held in a general election or in a special election as determined by the governing body. No change to an alternate form of government, different number of council members, or method of election of council including the chairman as a result of a referendum shall become effective unless such proposed form receives a favorable vote of a majority of those persons voting in a referendum. In any referendum, the question voted upon, whether it be to change the form of government, number of council members, or methods of election, shall give the qualified electors an alternative to retain the existing form of government, number of council members, or method of election or change to one other designated form, number, or method of election. After a referendum has been held and whether or not a change in the form results therefrom, no additional referendums shall be held for a period of four years.

Ms. Smith has proposed that a referendum be held to consider adoption of the council-supervisor form of government. Section 4-9-410 et seq. of the South Carolina Code of Laws defines the council-supervisor form of government. Section 4-9-410 states:

The council in those counties adopting the council-supervisor form of government provided for in this article shall consist of not less than two nor more than twelve members who are qualified electors of the county. The supervisor shall serve as chairman and vote only to break tie votes. The supervisor shall be a qualified elector of the county, elected at large from the county in the general election for a term of two or four years.

The compensation for the supervisor shall be prescribed by the council by ordinance. The council shall not reduce or increase the compensation of the supervisor during the term of office for which he was elected.

The general powers and duties of the County Supervisor are similar to those of the County Administrator. Sections 4-9-410 et seq., which describe all of the particulars of the council-supervisor form of government, have been attached for your reference.

**C. Financial Impact**

No known financial impact.

**D. Alternatives**

1. Adopt an ordinance calling for the referendum.
2. Do not adopt the ordinance.

**E. Recommendation**

Council Discretion.

Recommended by: Elizabeth A. McLean      Department: Legal      Date: 2/09/10

**F. Reviews**

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

**Finance**

Reviewed by Daniel Driggers:      Date: 2/09/10  
 Recommend Council approval       Recommend Council denial  
Comments regarding recommendation: No recommendation

**Legal**

Reviewed by: Larry Smith      Date:  
 Recommend Council approval       Recommend Council denial  
Comments regarding recommendation: No recommendation

**Administration**

Reviewed by: J. Milton Pope      Date: 2-9-2010  
 Recommend Council approval       Recommend Council denial  
Comments regarding recommendation: Council discretion....

ARTICLE 5.

COUNCIL-SUPERVISOR FORM OF COUNTY GOVERNMENT (FORM NO. 2)

**SECTION 4-9-410.** Membership of council; election, term, and compensation of supervisor.

The council in those counties adopting the council-supervisor form of government provided for in this article shall consist of not less than two nor more than twelve members who are qualified electors of the county. The supervisor shall serve as chairman and vote only to break tie votes. The supervisor shall be a qualified elector of the county, elected at large from the county in the general election for a term of two or four years. The compensation for the supervisor shall be prescribed by the council by ordinance. The council shall not reduce or increase the compensation of the supervisor during the term of office for which he was elected.

**SECTION 4-9-420.** Powers and duties of supervisor.

The powers and duties of the supervisor shall include, but not be limited to, the following:

- (1) to serve as the chief administrative officer of the county government;
- (2) to execute the policies and legislative actions of the council;
- (3) to direct and coordinate operational agencies and administrative activities of the county government;
- (4) to prepare annual operating and capital improvement budgets for submission to the council;
- (5) to supervise the expenditure of funds appropriated by council;
- (6) to prepare annual, monthly and other reports for council on finances and administrative activities of the county;
- (7) to recommend measures for adoption;
- (8) to serve as presiding officer of the council, voting in case of council ties;
- (9) to serve as official spokesman for the council with respect to council's policies and programs;
- (10) to inspect books, accounts, records, or documents pertaining to the property, money or assets of the county;
- (11) to be responsible for the administration of county personnel policies approved by the council including salary and classification plans;
- (12) to be responsible for employment and discharge of personnel subject to the provisions of subsection (7) of Section 4-9-30 and subject to the appropriation of funds by the council for that purpose.

**SECTION 4-9-430.** Powers of council and its members; authority of supervisor over certain elected officials.

The council shall not remove any county administrative officers or employees whom the county supervisor or any of his subordinates are empowered to appoint, unless by two-thirds vote of the members present and voting. Except for the purposes of inquiries and official investigations, neither the council nor its members shall give direct orders to any county officer or employee, either publicly or privately. With the exception of organizational policies established by the governing body, the county supervisor shall exercise no authority over any elected officials of the county whose offices were created either by the Constitution or by general law of the State.

**SECTION 4-9-440.** Applicability of Article 1.

Except as specifically provided for in this article, the structure, organization, powers, duties, functions, and responsibilities of county government under the council-supervisor form shall be as prescribed in Article 1 of this chapter.

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-10HR

AN ORDINANCE CALLING FOR A REFERENDUM AND BALLOT QUESTION TO DETERMINE WHETHER THE COUNTY SHOULD CHANGE ITS FORM OF GOVERNMENT AND ADOPT THE COUNCIL-SUPERVISOR FORM OF GOVERNMENT, PURSUANT TO SECTIONS 4-9-10(C) AND 4-9-410 ET SEQ., CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

# Richland County Council Request of Action

## **Subject**

Ridgewood Streetscape Design [pages 41-53]

## **Reviews**

## Richland County Council Request of Action

**Subject:** Ridgewood Streetscape Design

### **A. Purpose**

County Council is requested to sign two 5 year lease agreements with South Carolina Electric & Gas (SCE&G). The purpose for the lease agreements is to install and maintain 45 lights along the commercial corridor as part of the Ridgewood Neighborhood Revitalization Streetscape Project for a period of 10 years. Two consecutive 5 year lease agreements will cost the County \$136,782 (This is based upon 45 lights @ \$25.33 each per month x 12 months x 10 years.) See attached SCE&G rate schedule and written agreements. Each agreement, effective when signed by both parties for a period of 5 years each and would have to be signed prior to installation of lighting. There is an option to sign a contract for all 45 Lights, although SCE&G is not installing 45 lights immediately. Richland County will only be charged for lights as they are installed and burning.

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

- The Ridgewood Neighborhood Master Plan is the first neighborhood master plan initiated by Richland County Government (2004) and it is in its fifth year of implementation.
- The streetscape project was designed by B.P. Barber Inc per the request of the Community Development Department. The total cost for streetscape construction is approximately \$471,000 and will be phased over two years (FY's 09-11). The construction project is ready for bid pending Council's approval of the lighting. Community Development has reserved FY 09 -10 CDBG funds in the amount of \$250,000 for Phase I of construction.
- As a result of the Ridgewood Neighborhood Revitalization Master Plan (August 2004), SCE&G was asked to study the distribution of lights in Ridgewood. That study revealed that Ridgewood's residential and commercial light distribution and service is inferior to other urban communities. SCE&G suggested that street lighting on the commercial corridor be increased from 1 to 52 lights to adequately light the sidewalk. Richland County would be responsible for 45 of those suggested. SCE&G also recommended an increase of residential lighting from 33 to 71. The residential lighting will be paid for by the residents provided 75% of property owners agree by signing a SCE&G petition. Ridgewood's leadership is currently seeking needed petitions from residents for the increase and agrees to a service charge increase from \$1.98 to \$3.97 per month. Upon sufficient petition signatures, SCE&G will install additional lights at no additional costs to the County or the homeowner.
- Ridgewood consists of approximately 250 single family and mixed-use housing and there are businesses, schools and churches on the commercial strip. The community is located immediately south of Interstate 20 at Monticello Road near the Exit 68 interchange.
- Community Development asked SCE&G and BP Barber to determine if fewer lights would compromise the objective of lighting the sidewalk for safe passage. Consideration being given to public transportation that services the area and constant foot traffic, SCE&G suggests that no less than 45 installed lights would meet the objective of the project.

- By leasing the lights, SCE&G will provide service and maintenance for 10 years. If Richland County decides that they no longer want to pay the monthly lighting charges, a termination fee will apply, unless another entity agrees to take over the remaining time on the lease. This can apply to all of the lights or to just a few. The monthly lease covers all maintenance, service, repairs, and electricity for the fixture and pole. After a five year lease the County will have the option to renew the lease for an additional 5 years at no penalty; terminate the agreement and pay a penalty or transfer the agreement to another entity without paying a termination fee.
- No other action has been taken by Council on this issue of improved lighting in Master Planned areas.
- Payment for maintenance, service or repairs of lighting is an ineligible expense for CDBG funds.

**C. Financial Impact**

The financial impact to the County to lease 45 underground, decorative lights along Monticello Rd for 10 years is \$136,782. The annual cost will be \$13,678.20 or \$1,139.85 per month. SCE&G Lighting Rates are subject to any SCE&G rate increase. As SCE&G raises their rates, the monthly lighting charge will go up, as well. By signing SCE&G’s Lighting Agreement, Richland County will be responsible for the monthly lease for, at least, 10 years.

It would cost the County approximately \$150,000 - \$175,000 to purchase and install lights privately. The county will pay for power service and maintenance. At this time the maintenance costs have not been determined. (See attachment).

**Ridgewood Streetscape Project**

Design (CDBG)	\$66,000
Construction (CDBG)	\$471,000
SCE&G	\$136,782
Service/Maintenance/installation fees (Richland County)	
<hr/> Special Services landscape maintenance	<hr/> 0
<b>Total Estimated Costs</b>	<b>\$673,782</b>

**D. Alternatives**

- Approve the Ridgewood Streetscape Design as presented and sign two consecutive 5 year leases between SCE&G and Richland County. The cost to the County will provide the service, maintenance and installation fees for a total of 10 years.
- Approve the Ridgewood streetscape design as presented and sign two consecutive 5 year leases with SCE&G and request that current and future Ridgewood business owners and residents reimburse the County.
- Approve the Ridgewood streetscape design as presented and sign a 5 year lease agreement and during that time identify current and future businesses that will enter into agreements with SCE&G for specific number of lighting for the next five years.
- Approve the plan without the SCE&G lease agreement and the County purchase, install and maintain lights privately with the County paying SCE&G for electrical power only.

- Do not approve the decorative lighting and instead approve overhead street lights using existing utility poles at a cost of \$19.43. The approximate number of overhead lighting needed would be between 30 and 35. This option would also impact the project design and costs.
- Do not approve the lease agreement with SCE&G nor provide for privately maintained lighting improvements. The Ridgewood Streetscape Design would continue without needed commercial lighting along Monticello Road Corridor.

**E. Recommendation**

It is recommended by the Community Development Department that Council approve the Ridgewood Streetscape Design as presented to include the commercial corridor lighting. Council would sign two 5 year leases between SCE&G with Richland County. The County will provide the service, maintenance and installation fees for this 10 year period.

Recommended by:	Department:	Date:
<b>Valeria Jackson, Director</b>	<b>Community Development</b>	<b>2/9/10</b>

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers Date: 2/12/10  
 Recommend Council approval      ✓ Recommend Council denial  
 Comments regarding recommendation: Recommendation is based on the alternative recommended not the project. We would recommend that Council explore option two further which would assign the cost to those business, residents, etc receiving the benefit of the project and eliminate the need for the county to identify a funding source. If alternative one is approved, the county would need to identify a funding source for the estimated \$160k over the 10-year agreement.

**Procurement**

Reviewed by: Rodolfo Callwood Date: 2/15/10  
 Recommend Council approval       Recommend Council denial  
 Comments regarding recommendation: *Recommend review of option two*

**Legal**

Reviewed by: Larry Smith Date:  
 ✓ Recommend Council approval       Recommend Council denial  
 Comments regarding recommendation: Recommendation of approval is contingent upon the parties ability to agree on the lease language.

**Administration**

Reviewed by: Sparty Hammett Date:  
 ✓ Recommend Council approval       Recommend Council denial  
 Comments regarding recommendation:

**AGREEMENT COVERING AREA LIGHTING**

**RICHLAND COUNTY  
PHASE 1  
MONTICELLO ROAD STREETScape  
COLUMBIA, SOUTH CAROLINA 29203**

THIS AGREEMENT is entered into and effective this 11<sup>th</sup> day of February, 2010, by and between "Customer", **Richland County** and South Carolina Electric & Gas Company, "Company".

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

**ARTICLE I**

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

**ARTICLE II**

**RATE:** Customer shall be billed in accordance with Company's "Underground Street Lighting" Rate 18, attached hereto and incorporated herein by reference which is currently \$25.33 per luminaire and pole per month, based on the current rate. Customer's current monthly lighting charges for this project will total \$709.24 plus S.C. sales tax and all other applicable fees. This rate is subject to change upon periodic review by the South Carolina Public Service Commission (PSC), in the manner prescribed by law. Additionally, this Agreement and all services rendered hereunder are subject to Company's "General Terms and Conditions" as approved by the Commission as they may now exist or may be amended in the future. The "General Terms and Conditions" as they currently exist are made a part of this Agreement as attached.

Rate	Item	Cost	Qty	Total
18	150 watt high pressure sodium Acorn-Style Luminaire	\$16.08	28	\$450.24
18	17' black fiberglass pole	\$9.25	28	\$259.00
			<b>Total</b>	<b>\$709.24</b>

**ARTICLE III**

**AID-TO-CONSTRUCTION:** Customer has requested and Company has agreed to install facilities. The installation cost does meet the 4 to 1 ratio and therefore no aid to construction is

required for this project. Customer agrees to provide and install all two (2) inch schedule 40 gray electrical PVC lighting conduit to Company specification. Company shall assume no responsibility for repairs to or replacement of damaged conduit.

#### ARTICLE IV

INSTALLATION AND MAINTENANCE: Customer is responsible for locating and marking all facilities (irrigation, water, sewer, drainage, etc.) in areas where digging will take place if not part of the Palmetto Utility Protection Service (PUPS). Company is not responsible for any damage to Customer owned utilities such as irrigation, sewer, cable, water taps, etc. that have not been located or have been mis-located. Customer is responsible for obtaining all applicable authorizations and permissions from any governmental entities related to luminaires, poles, and/or related equipment. Customer is also responsible for compliance with, and informing Company of, any governmental ordinances as they may relate to lighting. Customer is responsible for and will pay to Company any and all costs associated with the removal, relocation or exchange of luminaires, poles and/or related equipment that are determined to be non-compliant by governmental entities. Company agrees to provide and install underground wiring and appurtenances for twenty-eight (28) 150 watt high pressure sodium Acorn-Style luminaires mounted on twenty-eight (28) 17' black fiberglass poles. This lighting installation will be located along Monticello Road located in Columbia, South Carolina. The delivery voltage to these fixtures shall be 120v. At all times, Company will maintain ownership of luminaires and poles. Customer must notify Company of any non-functioning or mal-functioning luminaires. Company will not be responsible for any landscape or pavement replacement that may be necessary as a result of the Company installing the lighting facility or any landscape or pavement replacement that may be necessary as a result of the Company performing maintenance on the lighting facility. Customer will maintain a reasonable working distance around luminaires and poles.

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

#### ARTICLE V

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

#### ARTICLE VI

REPLACEMENT AND MAINTENANCE - EXTRAORDINARY: Company is responsible for the replacement and maintenance of extraordinary equipment and appurtenances, which shall

include the replacement of the luminaries and poles and other associated equipment due to normal wear and tear. In the event of accidental damage or vandalism, Company shall bill Customer and hold Customer responsible for all extraordinary replacement and maintenance work that is not recovered by Company from third parties tortfeasors. If Customer elects, for any reason, to require removal or relocation of Company facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation. If action is taken by a governmental entity that requires the removal or relocation of Company's facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation.

#### ARTICLE VII

TERM: This Agreement shall continue for the full initial term of five (5) years ("Initial Term"). Thirty (30) days prior to the end of the Initial Term, Customer shall notify Company in writing whether or not it intends to let the Agreement term expire or extend the Agreement term for an additional five (5) year period ("Extension Term"). If Customer wishes to end the Agreement at the end of the Initial Term, Company shall bill Customer a final payment in the amount of **\$40,660.00**, payable to Company upon receipt. If Customer wishes to exercise the Extension Term, Company hereby agrees to waive the final payment noted above. Following completion of the Extension Term, this Agreement shall continue thereafter from year to year until terminated by at least thirty (30) days prior written notice by either Party to the other of its intention to terminate.

#### ARTICLE VIII

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

#### ARTICLE IX

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

#### ARTICLE X

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

IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE LIABILITY OF COMPANY SHALL IN NO EVENT EXCEED THE MAXIMUM AMOUNT THAT THE COUNTY COULD BE LIABLE TO A THIRD PARTY UNDER THE SOUTH CAROLINA TORT CLAIMS ACT, WHICH AMOUNT IS CURRENTLY THREE HOUNDRED THOUSAND DOLLARS (\$300,000).

#### **ARTICLE XI**

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

#### **ARTICLE XII**

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

#### **ARTICLE XIII**

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

#### **ARTICLE XIV**

ASSIGNMENT: No assignment of this Agreement, in whole or in part by Customer, will be made without the prior written consent of Company (and shall not relieve the assigning Party from liability hereunder), which consent will not be unreasonably withheld or delayed.

#### **ARTICLE XV**

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

**ARTICLE XVI**

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

**ARTICLE XVII**

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

**ARTICLE XVIII**

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

**RICHLAND COUNTY**

By: \_\_\_\_\_  
(Print Name): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SOUTH CAROLINA ELECTRIC & GAS COMPANY**

By: \_\_\_\_\_  
(Print Name): Daniel F. Kassis  
Title: General Manager of Electric Service Coordination  
Date: \_\_\_\_\_

Contract No.

**AGREEMENT COVERING AREA LIGHTING**

**RICHLAND COUNTY  
PHASE 2  
MONTICELLO ROAD STREETScape  
COLUMBIA, SOUTH CAROLINA 29203**

THIS AGREEMENT is entered into and effective this 11<sup>th</sup> day of February, 2010, by and between "Customer", **Richland County** and South Carolina Electric & Gas Company, "Company".

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

**ARTICLE I**

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

**ARTICLE II**

**RATE:** Customer shall be billed in accordance with Company's "Underground Street Lighting" Rate 18, attached hereto and incorporated herein by reference which is currently \$25.33 per luminaire and pole per month, based on the current rate. Customer's current monthly lighting charges for this project will total \$430.61 plus S.C. sales tax and all other applicable fees. This rate is subject to change upon periodic review by the South Carolina Public Service Commission (PSC), in the manner prescribed by law. Additionally, this Agreement and all services rendered hereunder are subject to Company's "General Terms and Conditions" as approved by the Commission as they may now exist or may be amended in the future. The "General Terms and Conditions" as they currently exist are made a part of this Agreement as attached.

Rate	Item	Cost	Qty	Total
18	150 watt high pressure sodium Acorn-Style Luminaire	\$16.08	17	\$273.36
18	17' black fiberglass pole	\$9.25	17	\$157.25
			<b>Total</b>	<b>\$430.61</b>

**ARTICLE III**

**AID-TO-CONSTRUCTION:** Customer has requested and Company has agreed to install facilities. The installation cost does meet the 4 to 1 ratio and therefore no aid to construction is

required for this project. Customer agrees to provide and install all two (2) inch schedule 40 gray electrical PVC lighting conduit to Company specification. Company shall assume no responsibility for repairs to or replacement of damaged conduit.

#### ARTICLE IV

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Customer Initial/Date

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**ARTICLE XVIII**

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

**RICHLAND COUNTY**

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

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

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

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

**SOUTH CAROLINA ELECTRIC & GAS COMPANY**

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

(Print Name): Daniel F. Kassis

Title: General Manager of Electric Service Coordination

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

Contract No.