



RICHLAND COUNTY COUNCIL

DEVELOPMENT AND SERVICES COMMITTEE

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

**APRIL 23, 2013
5:00 PM**

2020 Hampton Street

CALL TO ORDER

APPROVAL OF MINUTES

1. Regular Session: March 26, 2013 [PAGES 3-5]

ADOPTION OF AGENDA

ITEMS FOR ACTION

2. Building Safety Month Proclamation [PAGES 6-8]
3. Lease Agreement with Clemson and Sandhill Research Center [PAGES 9-17]
4. Use of Eminent Domain to Acquire Property for Completion of Monticello Road Streetscape

Construction [PAGES 18-27]

5. New Road for the Brookfield Subdivision [PAGES 28-39]
6. Reallocation of Funds for Cemetery Survey [PAGES 40-42]
7. Adoption of the following Four Resolutions from the April 2, 2013 Council Meeting: [PAGES 43-50]
 1. A Resolution Honoring Ginny Waller as the 2013 recipient of the Francis Marion University and SC Association of Nonprofit Organizations' (SCANPO) Award [MANNING]
 2. Resolution honoring Deputy Sheila Aull for heroism in the line of duty; and honoring the Cedar Creek Community for their donation of \$1,500 to purchase additional lifesaving vests for deputies. Motions were made by Councilwoman Dickerson [DICKERSON]
 3. Resolution to recognize Richland County as a Purple Heart County [WASHINGTON]
 4. Resolution recognizing Cameron Wesley as the first African American Postmaster in the State of South Carolina [JACKSON]
8. Review the Ordinance on Trash Bagging on Yard Debris [PAGES 51-54]
9. Ordinance Amendment for Town of Irmo Roadway Maintenance [PAGES 55-69]

ADJOURNMENT



Richland County Council Request of Action

Subject

Regular Session: March 26, 2013 [**PAGES 3-5**]

Reviews

MINUTES OF



**RICHLAND COUNTY COUNCIL
DEVELOPMENT AND SERVICES COMMITTEE
TUESDAY, MARCH 26, 2013
5:00 P.M.**

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

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MEMBERS PRESENT

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

Absent: Jim Manning

ALSO PRESENT: Kelvin E. Washington, Sr., Paul Livingston, Greg Pearce, Joyce Dickerson, Torrey Rush, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Amelia Linder, Justine Jones, Brad Farrar, Andy Metts, Ray Peterson, Stephany Snowden, Daniel Driggers, John Hixon, Sandra Haynes, Valeria Jackson, Jocelyn Jennings, Rodolfo Callwood, Sara Salley, Bill Peters, Monique Walters

CALL TO ORDER

The meeting started at approximately 5:00 p.m.

APPROVAL OF MINUTES

February 26, 2013 (Regular Session) – Ms. Dixon moved, seconded by Mr. Malinowski, to approve the minutes as distributed. The vote was in favor.

ADOPTION OF AGENDA

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

ITEMS FOR ACTION

Broad River Sewer Monthly User Fees – Mr. Malinowski moved, seconded by Ms. Dixon, to table this item in Committee. The vote in favor was unanimous.

Pawmetto Lifeline Contractual Programs – Mr. Rose moved, seconded by Mr. Malinowski, to forward to Council a recommendation to approve the request to implement the spay/neuter and education programs proposed by Pawmetto Lifeline, and recommended for approval by Richland County and Lexington County staff with the addition of Ballentine and other areas. The vote in favor was unanimous.

Community Use of County Facilities – Mr. Rose moved to forward to Council a recommendation to approve the request to develop a policy for the use of County facilities. The motion died for lack of a second.

Mr. Malinowski moved to forward to Council a recommendation to not approve the request to develop a policy for the use of County facilities. The motion died for lack of a second.

Mr. Malinowski moved, seconded by Mr. Rose, to defer this item. The vote in favor of the amended motion was unanimous.

Customer Service Policy Addition to Employee Handbook – Mr. Malinowski moved, seconded by Mr. Rose, to forward to Council a recommendation to approve the request to add the customer service language to the Employee Handbook. The vote in favor was unanimous.

2013 Fair Housing Proclamation – Mr. Manning moved, seconded by Mr. Rose, to forward to Council a recommendation to approve the request to adopt and present the Fair Housing Proclamation to a HUD representative and affirm the County's commitment to Fair Housing Choice. The vote in favor was unanimous.

Palmetto Health Alliance and Richland Memorial Hospital Board of Trustees MOUs: Elimination of Presentation During a Council Meeting – Mr. Malinowski moved, seconded by Mr. Rose, to forward to Council a recommendation to eliminate the requirement of the Palmetto Health Alliance Board of Directors, Palmetto Health Alliance's management and the Richland Memorial Hospital Board of Trustees to make presentations during a Council Meeting, which is found in the two MOUs associated with Palmetto Health. The vote in favor was unanimous.

Expiration of Contract for Solid Waste Curbside Collection Service Areas 5A, 5B and 7 – Mr. Rose moved, seconded by Mr. Jackson, to forward to Council a recommendation to direct Administration to begin new contract negotiations with one or both current contractors for Service Areas 5A, 5B and 7. The vote was in favor.

ADJOURNMENT

The meeting adjourned at approximately 5:55 p.m.

Submitted by,
Norman Jackson, Chair

The minutes were transcribed by Michelle M. Onley

Item# 1

Richland County Council Request of Action

Subject

Building Safety Month Proclamation [**PAGES 6-8**]

Reviews

Richland County Council Request of Action

Subject: Building Safety Month Proclamation

A. Purpose

County Council is requested to approve a Proclamation in honor of “Building Safety Month.”

B. Background / Discussion

Building Safety Month is sponsored by the International Code Council, to remind the public about the critical role of our communities’ largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings.

C. Legislative / Chronological History

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

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

1. Approve the Proclamation. If this alternative is chosen, awareness is raised as to the importance of building safety.
2. Do not approve the Proclamation. If this alternative is chosen, the County loses an opportunity to raise awareness as to the importance of building safety.

F. Recommendation

It is recommended that Council approve the Proclamation, which is attached hereto.

Recommended by: Donny Phipps Department: Building Inspections Date: 4/15/13

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 4/16/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 4/16/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council discretion.

Administration

Reviewed by: Sparty Hammett

Date: 4/16/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A PROCLAMATION

A PROCLAMATION IN HONOR OF “BUILDING SAFETY MONTH”

WHEREAS, our Richland County continuing efforts to address the critical issues of safety, energy efficiency, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and

WHEREAS, our confidence is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

WHEREAS, these guardians—dedicated members of the International Code Council—use a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play, and

WHEREAS, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wild land fires and earthquakes, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council, to remind the public about the critical role of our communities’ largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings, and;

WHEREAS, “Building Safety Month: Code Officials Keep You Safe” the theme for Building Safety Month 2013, encourages all Americans to raise awareness of the importance of building safety; green and resilient building; pool, spa and hot tub safety; backyard safety; and new technologies in the construction industry. Building Safety Month 2013 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and,

WHEREAS, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments and federal agencies in protecting lives and property.

NOW, THEREFORE, BE IT RESOLVED, that Richland County Council does hereby proclaim the month of May 2013 as Building Safety Month. Accordingly, citizens are encouraged to join with their communities in participation in Building Safety Month activities.

SIGNED AND SEALED this ____ day of _____, 2013, having been duly adopted by the Richland County Council on the 6th day of May, 2013.

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

Attest this ____ day of May, 2013

Michelle Onley
Clerk of Council

Richland County Council Request of Action

Subject

Lease Agreement with Clemson and Sandhill Research Center [**PAGES 9-17**]

Reviews

Richland County Council Request of Action

Subject: Lease Agreement with Clemson Institute for Economic & Community Development & Sandhill Research and Education Center

A. Purpose

Council is requested to approve a property lease agreement between Richland County and Clemson Institute for Economic & Community Development & Sandhill Research and Education Center (Clemson). A copy of the proposed lease agreement is attached (Appendix 1).

B. Background / Discussion

Clemson has been providing, at no cost to the County for approximately four (4) years, access to the space along Clemson Road across from the Village at Sandhills where the County has a recycling drop-off site. The location is highly utilized and provides recycling opportunities for many citizens. The County would like to continue to provide the recycling service at the current location. Clemson proposed the establishment of a one-year lease agreement, which could be renewed annually, provided both parties agreed. Since there is an expectation for continued use, both parties agree that an agreement would provide a level of stability on an annual basis that would satisfy the interests of both the County and Clemson.

C. Legislative / Chronological History

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

D. Financial Impact

The financial impact associated with this request is estimated to be \$8,640 per year, which is based on the rental rate of \$120 per container for 6 containers located on the site each month.

E. Alternative

1. Approve the request to enter into a lease agreement and continue to allow the public to drop off their recyclable materials at the site.
2. Do not approve the request to enter into a lease agreement and risk losing the ability to provide the service provided at the current location.

F. Recommendation

It is recommended that Council approve the request to enter into a lease agreement with Clemson.

Recommended by: Rudy Curtis

Department: Solid Waste

Date: 4-08-13

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 4/8/13

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Request is consistent with current business practice.

Item# 3

Procurement

Reviewed by: Rodolfo Callwood

Date: 4/8/13

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 4/8/13

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald

Date: 4/11/13

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend approval. The rental costs will be paid from the Solid Waste Enterprise Fund budget.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

LEASE AGREEMENT
(Clemson Road Recycling Drop-off Site)

This Lease Agreement entered into on this the _____ day of _____, 2013, is by and between Clemson University (hereinafter “Lessor”), and Richland County (hereinafter the “County”).

WHEREAS, the County desires to lease property from Lessor for use as the Clemson Road Recycling Drop-Off Site, which shall be used by citizens of Richland County for approved recycling; and

WHEREAS, Lessor owns property on Clemson Road, Richland County, South Carolina, also known as TMS#23000-02-02 and is willing to lease approximately 30,000 sq. ft. of such property to the County for the above use;

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

1. Leased Premises. Lessor hereby leases to County, and County hereby leases from Lessor, approximately 30,000 square feet of land on Clemson Road in Richland County, South Carolina, also known as a portion of TMS#23000-02-02 (the “Property”) and as is further described in Exhibit A, attached hereto and incorporated herein.

2. Purpose of Lease. The County shall use the property as the Clemson Road Recycling Drop-Off Site for approved recycling by the citizens of Richland County.

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

expiration of any term.

4. Rent. The County shall pay a sum of One Hundred Twenty (\$120.00) Dollars per Sonoco recycling container on the Property per month. If any recycling container is on the Property for less than a full calendar month, the County will pay a pro-rated amount based on the number of calendar days the recycling container was present on the Property. Should this Lease Agreement be terminated before the expiration of any Lease year, the rent shall be prorated as of the date of termination. Lessor shall invoice the County quarterly and the County shall have 45 days from receipt of such invoice to remit payment to Lessor.

5. Fence. Lessor agrees to maintain the existing fence around the exterior sides of the Property.

6. Termination, Breach and Non-Appropriations. Either party may terminate this Lease Agreement at any time with 90 days written notice to the other party. The Lessor understands and agrees that, notwithstanding the above, this Lease Agreement shall be subject to cancellation without notice, damages or further obligations by the County should funds not be appropriated by Richland County Council or otherwise made available to support continuation of the Lease Agreement in a subsequent fiscal period or appropriated year. In the event of a breach of any provision of the contract, the party claiming default or breach shall serve upon the other a written notice specifying with particularity wherein such default or breach is alleged to exist and the other party has fifteen (15) days to cure such breach or default after the serving of such notice on it. If the breach is not cured within the allotted time, the non-breaching party may, at its option, terminate the Lease Agreement immediately without further obligations under the Lease Agreement.

7. Utilities and Maintenance. The County shall be responsible for the cost of all utilities on the property during the lease Term. The County shall also be responsible for maintaining the Property in a reasonably good condition during the Lease term.

8. Erection of Signs. The County shall have the right to erect appropriate signs or markings designating and identifying its use of the Property and meeting and complying with the ordinances of the County of Richland. Any such signs shall be promptly removed by the County at the termination of the Lease Agreement.

9. Taxes and Insurance. Lessor shall pay all taxes and assessments on the subject property. The County shall maintain a comprehensive liability policy or maintain a self-funded liability program sufficient to meet the coverage and limits set forth under the requirements of the South Carolina Tort Claims Act.

10. Improvements. The County may construct whatever improvements are, in the County's opinion, necessary for the proper use of the Property. Any such improvements shall be removed from the property within a reasonable time after termination of the Lease Agreement.

11. Assignment. This Lease Agreement may not be assigned by either party.

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

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

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

1. If to Richland County, address to:

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

2. If to Lessor, address to:

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

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

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

{Signature page follows}

Witnesses as to Lessor:

CLEMSON UNIVERSITY

By: _____

Name: _____

Its: _____

Witnesses as to Richland County:

**RICHLAND COUNTY,
SOUTH CAROLINA**

By: _____

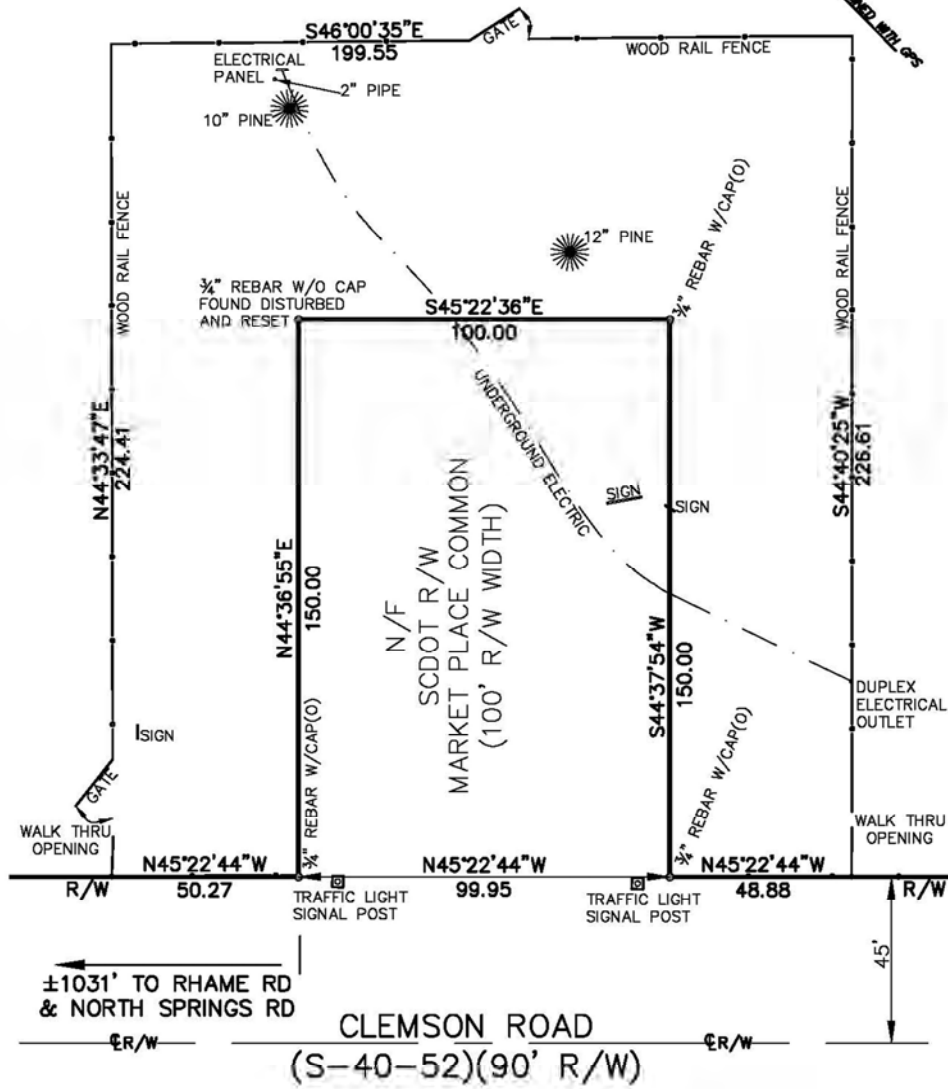
Name: _____

Its: _____

Item# 3

N/F
 CLEMSON UNIVERSITY
 (CLEMSON EXPERIMENTAL STATION)
 TMS 23000-02-02

EXHIBIT A



PLAT OF
CLEMSON ROAD RECYCLING CENTER
 FOR
RICHLAND COUNTY
 IN RICHLAND COUNTY, NEAR PONTIAC, S.C.

REFERENCES:

- 1-S.C. DEPARTMENT OF TRANSPORTATION PLANS FOR ROAD S-40-52(CLEMSON ROAD) FILE No. 40.614A SHEETS 11 &12
- 2-LEASED AREA IS A PORTION OF TMS 23000-02-02

NOTE: TOTAL LEASED AREA IS ±29950 SQ. FT. AND WITHIN FENCED ENCLOSURE AND DOES NOT INCLUDE SCDOT RIGHT OF WAY. FENCE DIMENSIONS ARE APPROXIMATE.

DATE: APRIL 4, 2013

SCALE: 1" = 40'



JAMES F. POLSON, RLS #4774
 RICHLAND COUNTY PUBLIC WORKS
 400 POWELL ROAD
 COLUMBIA, S.C. 29203
 PH 576-2490 OR 518-1209

Item# 3

Attachment number 1
 Page 7 of 7

Richland County Council Request of Action

Subject

Use of Eminent Domain to Acquire Property for Completion of Monticello Road Streetscape Construction [**PAGES 18-27**]

Reviews

Richland County Council Request of Action

Subject: Use of Eminent Domain to Acquire Property for Completion of Monticello Road Streetscape Construction

A. Purpose

County Council is requested to approve the use of eminent domain, if needed, to acquire a stairwell and a commercial accessory building for the construction completion of Phase I of the Monticello Road Streetscape Project. We are seeking this step *if* the appraised fair market value negotiations are not accepted by the property owner. Communications have taken place with Councilmen Livingston and Rush on this matter.

The property is located at 5229 Ridgeway Street, Tax Map # RO9309-03-09, which is zoned General Commercial as per the Assessor's Data View (see Appendix I). However there is a 1,582 square foot vacant single family home on the property as well. The residential unit faces Ridgeway Street which is zoned Medium Density Residential. Zoning Administrator, Geo Price, refers to this property as split-zone.

A set of stairs exists between Monticello Road and the commercial accessory building. The stairs occupy 5 feet of SC Department of Transportation right of way leaving 18 inches between the bottom of the stairs and the roadway's curb. The streetscape plans include construction of a 6-foot high modular block retaining wall at the property line to create a permanent easement that will allow public access along Monticello Road.

The permitted plans also include a provision to reconstruct the concrete steps during the installation of the proposed retainer wall. Reconstruction will require that the stairs extend back into the private property. Only the stairwell and the commercial accessory building are required to complete this project. Please note that even if eminent domain is exercised, the current fair market value (FMV) still will be provided to the owner.

B. Background / Discussion

- In 2013, Cherokee Construction was approved to construct the Monticello Road Streetscape project. Phase I of the project is estimated to cost \$315,815.20 (Appendix II). The project began February 15, 2013 and was scheduled to be completed in 120 days. A contract extension will be required as a result of the delay in the construction of the retainer wall. At this time, the delay is not expected to increase the costs of the project.

- On March 14, 2013 Community Development staff spoke with the owner and explained that a meeting would be scheduled where an official offer will be made. Community Development must first procure the services of an appraiser to assess the total property listing the itemization of the commercial accessory building and the stairs separately before an offer is made. Community Development is prepared to acquire the commercial accessory building and the stairwell using Community Development Block Grant (CDBG) funds. Once acquired, the stairwell will be removed and the building will be demolished. The owner will be left with the property and the single family house.

- A letter dated March 11, 2013, was sent from County Administration notifying the owner that the County would like to purchase the property and if the property is selected for acquisition under the Uniform Relocation Act, that the owner will receive fair market value.
- Phase I of the Monticello Road Streetscape project includes the installation of the 1,818 square foot modular block retainer wall; 29 decorative street lights; construction of a pocket park; construction of a bus stop shelter; ADA improvements and decorative concrete stamping on the sidewalks and cross walks.
- During initial construction, Cherokee became concerned about the stability and structural soundness of the commercial accessory building located near the mid-point of the proposed 6-foot retaining wall located on the east side of Monticello Road. The structure is within approximately 3 feet of the right-of-way boundary where excavation is required to install the new retaining wall. Cherokee is concerned that excavation and vibratory compaction needed to install the new retaining wall will undermine the soils beneath the building, resulting in failure of the western wall.
- Commercial accessory building wall is 6-8 feet above the construction area of the proposed 6-foot retaining wall. Cherokee received service quotes from several foundation repair specialists and they range from \$20,000 to \$35,000.
- The owner of the property has not agreed to a construction easement for any foundation improvements despite efforts made by the Project Manager to explain the concerns. A request was made to the owner to allow a temporary easement by March 10, 2013. The owner filed a formal complaint on February 26, 2013 with the County Ombudsman and the Sheriff's Department against Community Development and Cherokee for trespassing.

Note: Appendix III for additional information.

C. Legislative / Chronological History

- November 13, 2012 County Council approved a Cherokee Contract for \$315,815.20 and lighting rate increase (See Appendix II).
- On March 6, 2012 County Council approved the acquisition of another property with a house located at 5212 Ridgeway Street that will be used for the construction of a pocket park. The County paid \$20,860 including the single family home.
- On March 2, 2010 County Council approved the Ridgewood streetscape design to include the commercial corridor lighting.

D. Financial Impact

A subsequent appraisal by a 3rd party vendor (to be selected) will provide a basis for the fair market value. Community Development can offer and pay for the appraised value only with CDBG funding. The financial impact to the County to purchase the commercial/accessory building and the stairwell located at 5229 Ridgeway Street has not been determined at this time. An appraisal is needed to determine the cost of portions of the property. The estimated value of the total property is approximately \$51,500 and the value of the accessory building is estimated at \$2,500. A third-party appraisal is needed to determine costs.

The acquisition is not included in the existing project budget and a contract change order will be required. Once acquired, the accessory building and the stairwell will be owned by Richland County Government and the accessory building will be demolished and the stairwell removed.

Community Development will negotiate and make an offer to the owner for the commercial accessory building and stairs. If the owner accepts the offer, condemnation will not be needed.

E. Alternatives

1. Approve the request to use of the power of eminent domain and condemn the commercial building and the stairwell located at 5229 Ridgeway Street *if* owner refuses to accept fair market value for the property during negotiations. The owner still will be financially compensated for the property based upon the appraised value.
2. Do not approve the request to use eminent domain to acquire the property through an involuntary sale of this property. Community Development will negotiate the acquisition of the property and offer fair market value. If the owner refuses, the construction of the retainer wall may be omitted from the Monticello Road Streetscape project.
3. Alternatively, give Community Development permission to offer to purchase the entire property including the single family home at the appraised value if the owner accepts the offer.

F. Recommendation

It is recommended that Council approve the acquisition of the accessory/commercial building and stairs located at 5229 Ridgeway Street, and proceed with condemnation in the event the owner refuses the offer of being paid the fair market value for the property.

Recommended by: Valeria Jackson Department: Community Development Date: 4/5/13

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 4/10/13

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation:

No recommendation on request

Legal

Reviewed by: Elizabeth McLean

Date: 4/11/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion. The main criteria for eminent domain is that the property is being acquired for a public purpose. The law can be found in Chapter 28 of the SC Code. This community improvement project appears, on its face, to be a proper use of the County's eminent domain powers. The County has often used eminent domain procedures for road widening and paving projects and other similar projects. State law states that the County must have the property appraised and offer that value to the landowner. As such, before a condemnation action is filed, we need a title search and an appraised value for the total acquisition area (the value of the whole area of land to be acquired, not just the stairs and accessory building).

Item# 4

Administration

Reviewed by: Sparty Hammett

Date: 4/12/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the request to use the power of eminent domain and condemn the commercial building and the stairwell located at 5229 Ridgeway Street *if* owner refuses to accept fair market value for the property during negotiations. The property is currently being appraised and all necessary legal steps will be followed if condemnation is required.

APPENDIX I

5229 Ridgeway Street

1. House
2. Accessory Building
3. Gate Leading to Monticello Road
4. Staircase from Yard
5. Staircase from Monticello Road
6. Foot of Staircase at Curb on Monticello Road



1.



2.



3.

Item# 4

Appendix I Continued



4.



5.



APPENDIX I CONTINUED

5229 Ridgeway Street Aerial View

Item# 4



**APPENDIX II
CONSTRUCTION CONTRACT**

SECTION 00500

CONTRACT

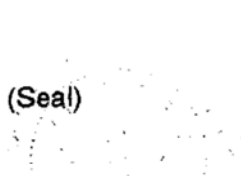
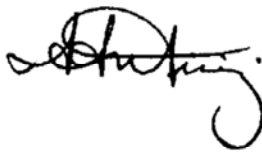
THIS AGREEMENT made this 17th day of December, 2010 by and between Richland County, hereinafter called "Owner," and Cherokee, Inc. doing business as a corporation, with its principal office in the City of Columbia, County of Richland, State of South Carolina, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows: Monticello Road Improvements, Phase 1 hereinafter called the "Project," for the sum of Three Hundred Fifteen Thousand Eight Hundred Fifteen Dollars Twenty Cents (\$315,815.20). Contractor further agrees to commence and complete any and all extra work in connection therewith, under the terms as stated in the General Conditions and Supplemental General Conditions of the Contract, and the Contract Special Provisions; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendents, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, General Conditions and Supplemental General Conditions of the Contract, CDBG Contract Special Provisions - CSP-1 through CSP-16, the plans, including all maps, plats, blueprints, and other drawings and printed or written explanatory matters thereof, the specifications and contract documents therefore as prepared by URS|BP Barber, herein entitled the "Engineer," and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

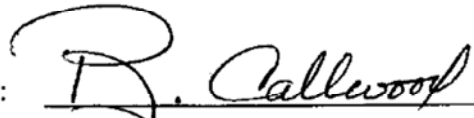
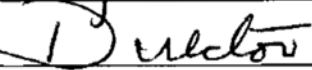
The Contractor hereby agrees to commence work under the Contract on or before a date to be specified in written Notice to Proceed from the Owner and to fully complete the project within 120 consecutive calendar days thereafter. The Contractor further agrees to pay as liquidated damages the amount of \$200.00 for each consecutive calendar day thereafter that the Contractor fails to complete the project, as hereinafter provided in Paragraph 19 of the General Conditions.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor," of the General Conditions.

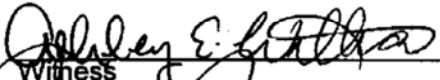

IN WITNESS WHEREOF, the parties hereto have executed this contract in six counterparts, each copy of which shall be deemed an original, in the year and day first above mentioned.

(Seal)  

Richland County
OWNER

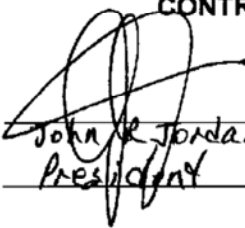

By: 
Title: 

ATTEST:

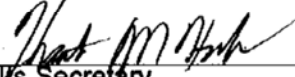
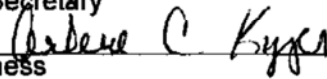

Witness

Witness

(Corporate Seal)

Cherokee, Inc.
CONTRACTOR

By: 
Title: 

ATTEST:


Its Secretary

Witness

CONTRACTOR'S ADDRESS:

P.O. Box 90448
Columbia, SC 29290

APPENDIX III

ADDITIONAL INFORMATION

- Cherokee noted SCDOT widened the road in the past and at that time the right of way acquisition took a portion of the commercial structure in which an exterior wall was removed along with its foundation footing. A replacement wall was erected farther east on the concrete floor, but it wasn't tied into the exterior side wall. There appears to be no structural connection between the structures western exterior wall and its northern and southern exterior walls.
- During talks with the project manager the owner had specific ideas about upgrades to the property to include a redesign of the stairs and the installation of a privacy fence. His upgrades were viewed by CD as not acceptable because federal funds could not be used to make improvements to private property. Reconstruction of the stairs is in the contract but the stairs would have to remain public and the owner would be liable. The owner stated that he then would plan to have a locked gate to prohibit public access to the property.
- The property has been cited for code violations under Unsafe Housing and Code Enforcement. In September 2008, a case was opened with Unsafe Housing for this property; the owner was to repair the fascia board and roof of the primary structure. To date a final inspection has not been performed. Also February 22, 2013 a citizen reported to the Ombudsman a code violation for trash and litter and action was taken by Code Enforcement. As of March 11, 2013 the concern has been satisfactorily resolved.
- Several Permits have been issued for improvements. In September 2012 a permit was issued for repair to drain and vent. The permit expired and no final inspection was called for. Also in 2012 a permit was issued for electrical upgrades to the primary structure. The rough-in passed inspection, but there was no final inspection called for. In 2009 a mechanical permit was pulled to install gas to the accessory building. The conditions for issuing the permit was the building would be used for storage and as a workshop. At that time it was uninhabitable because it didn't meet County codes for public use.

Richland County Council Request of Action

Subject

New Road for the Brookfield Subdivision [**PAGES 28-39**]

Reviews

Richland County Council Request of Action

Subject: New Road for the Brookfield Subdivision

A. Purpose

County Council is requested to approve the Intergovernmental Agreement (IGA, Appendix A) between the SCDOT and Richland County for a new road for the Brookfield Subdivision.

B. Background / Discussion

The Brookfield Subdivision is located at the intersection of Clemson Road and Hardscrabble Road. The existing access to this neighborhood is Brook Hollow Drive, which is approximately 250 feet away from the intersection of Hardscrabble Road. Currently, Brook Hollow Drive allows for full movement (right and left turns) at this intersection.

The SCDOT is currently working on plans to widen Hardscrabble Road from Farrow Road to Lake Carolina Drive. The widening of Hardscrabble at Clemson Road will affect the turn movements at Brook Hollow Drive. The new design will only allow right-in/right-out turn movements at the current entrance to the subdivision.

Since the only entrance to the subdivision was going to be affected, the SCDOT accepted public comments from the subdivision residents on the Hardscrabble Road Widening project. The residents of Brookfield subdivision requested that a second entrance be constructed, which would allow full-turning movements. The SCDOT evaluated this request and concluded that there was a County-owned Parcel (TMS#R20214-05-15) located inside the subdivision that was vacant and could be used for a new road. The SCDOT has also come to an agreement with the owners of TMS#R20200-03-45, the Dunbar family, since the new road would divide their parcel of land into two parcels. The SCDOT then developed a preliminary plan to show the residents at a public hearing. The residents all agreed on the new road.

The SCDOT has subsequently approached the County about taking ownership of the new road once it has been built. The SCDOT met with representatives of the Planning and Engineering Departments. The Engineering Department agreed that if the SCDOT wanted an IGA in place before the design was completed that an IGA would need to be executed to outline the agreement between the County and SCDOT. The agreement outlines who is going to fund and construct the new road as well as who will take over ownership after the road is built. The agreement also states that the SCDOT must follow Richland County's permitting process for this project.

The IGA has been reviewed and the content and language has been approved by the Richland County Legal Department, Planning Department and Public Works.

C. Legislative / Chronological History

There is no legislative history associated with this project.

D. Financial Impact

There is no initial financial impact on the County for the approval of this IGA. The road will be added to the County's road inventory, so there will be annual maintenance costs associated with

this road. The maintenance cost should be minimal to none for the first several years. The life expectancy for a local residential road is 20-25 years with an estimated maintenance cost of \$1,000 per year and an ultimate resurfacing cost of \$75,000 at the end of its usable life.

E. Alternatives

1. Approve the IGA with the SCDOT and take over ownership of the new road once it is constructed.
2. Do not approve the IGA with the SCDOT and do not take over ownership of the new road once it is constructed.

F. Recommendation

It is recommended that Council approve the request to approve the IGA with the SCDOT and take over ownership of the new road once it is constructed.

Recommended by: David Hoops, P.E. Department: Public Works Date: April 2, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 4/9/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommend approval based on the agreement being consistent with the County policy for accepting ownership and that the IGA has been reviewed and the content and language has been approved by the Richland County Legal Department, Planning Department and Public Works.

Planning

Reviewed by: Tracy Hegler

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval based on the agreement being consistent with the County policy for accepting ownership and that the IGA includes language requiring a Land Development permit.

Legal

Reviewed by: Elizabeth McLean

Date: 4/9/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion. Legal previously reviewed the Agreement and made necessary suggestions.

Administration

Reviewed by: Sparty Hammett

Date: 4/10/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval of the IGA with the SCDOT and taking over ownership of the new road once it is constructed.

SCDOT USE ONLY	
Start Date	_____
Completion Date	_____

Project No.	32L23ESU40013
General Ledger:	2220
Activity Code:	682
Objective Code:	???
PIN:	39333
File No.:	40.039333

AGREEMENT BETWEEN
SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
AND
RICHLAND COUNTY

THIS AGREEMENT, made this _____ day of _____, 20___, by and between Richland County (hereinafter referred to as “COUNTY”) and the South Carolina Department of Transportation (hereinafter referred to as “DEPARTMENT”).

WITNESSETH THAT:

WHEREAS, the DEPARTMENT desires assistance from the COUNTY regarding the construction of a new connector road as part of the S-83 (Hard Scrabble Road) widening project in Richland County; and

WHEREAS, the DEPARTMENT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, the COUNTY is a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out the COUNTY's functions covered under this Agreement; and

WHEREAS, the COUNTY and DEPARTMENT have agreed to work together with the hereinafter described project.

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, the DEPARTMENT and COUNTY do hereby agree as follows:

I. PROJECT DESCRIPTION:

The 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 new connector road between Clemson Road (S-52) and Brook Hollow Drive (Richland County Road) in Richland County, South Carolina. The new connector roadway is being constructed as part of the Hard Scrabble Road (S-83) Widening Project. During the public involvement process for the Hard Scrabble Road Widening project, comments were received from residents of Brookfield Subdivision regarding access because the proposed improvements include installation of a raised concrete curb on Clemson Road east of the intersection, converting the access into and from the Brookfield Subdivision to a right-in, right-out only turning movement (see attached Exhibit A). Those living in the Brookfield Subdivision requested the DEPARTEMENT to remove the concrete curb or construct a new access road farther east of the Clemson Road intersection near the Copperfield Subdivision. The new access road was deemed the most feasible option and was presented to the Brookfield Subdivision Homeowners Association on October 3, 2012. Based on the feedback from that meeting, the new access road is being included in the final design of the project, which would require 1.01 acres of additional right-of-way acquisition. The new asphalt roadway will be approximately 893 feet long and will consist of two (2) twelve (12) foot travel lanes with concrete curb and gutter (See attached typical section in Exhibit A).

The term PROJECT 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 and typical section depicting the PROJECT area and additional PROJECT information.

II. THE DEPARTMENT WILL:

a. Provide all funding for the PROJECT as more specifically set out below under Section IV FUNDING of this Agreement.

b. Identify and provide a DEPARTMENT engineer, as considered by the DEPARTMENT to be appropriate, to manage the work covered by this Agreement.

c. 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).

d. Perform all required services in accordance with State, Federal and DEPARTMENT guidelines considered appropriate by the DEPARTMENT.

e. Obtain a Land Development permit from the County, following the Major Subdivision development review process, prior to commencing construction.

f. Provide documentation to the COUNTY that the PROJECT was constructed in accordance with appropriate federal and DEPARTMENT guidelines.

g. Deed over all right-of-way acquired for the PROJECT (see Exhibit A) to COUNTY upon completion of the PROJECT.

h. To the extent permitted by existing South Carolina law, the DEPARTMENT 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 DEPARTMENT's part, or the part of any employee of the DEPARTMENT in performance of the work undertaken under this Agreement.

III. COUNTY WILL:

a. Accept ownership of the new access road and accept responsibility for maintenance or improvements made under this PROJECT on right of way deeded to COUNTY by DEPARTMENT after construction of the PROJECT is completed by the DEPARTMENT.

b. Execute a right of entry on any county owned property needed for construction of the PROJECT.

IV. FUNDING:

The DEPARTMENT estimates the total cost for the PROJECT to be \$XXXX. The DEPARTMENT will be responsible for 100% of the funding required for this PROJECT.

V. GENERAL:

a. In any dispute concerning a question or fact in connection with the work of this Agreement or compensation thereof, the decision of the DEPARTMENT's Deputy Secretary in the matter shall be final and conclusive for both Parties, subject to appeal to the South Carolina Circuit Court of Jurisdiction within ninety (90) days of PROJECT completion.

b. The Parties hereto agree to conform to all DEPARTMENT, State, Federal and local laws, rules, regulations and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance and repair of roads and bridges, and other services covered under this Agreement.

c. The COUNTY, or its authorized agent, shall agree to hold consultations with the DEPARTMENT as may be necessary with regard to the execution of supplements to this Agreement during the course of this PROJECT for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No Amendment to this Agreement shall be effective or binding on any Party hereto unless such Amendment has been agreed to in writing by all Parties hereto.

d. Any and all reviews and approvals required of the parties herein shall not be unreasonable denied or withheld.

e. This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform, through no fault of the terminating Party in accordance with the terms herein. The Party so notified shall immediately stop work on the PROJECT. If the services covered under this Agreement are not performed, this Agreement is then terminated. In the event of termination for convenience or for any reason each Party to this Agreement is obligated on a quantum meruit basis.

VI. SUCCESSORS AND ASSIGNS:

The DEPARTMENT and COUNTY each binds himself, his successors, executors, administrators, and assigns to the other Party with respect to these requirements, and also agrees

that neither Party shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

VII. ENTIRE AGREEMENT:

This Agreement with attached Exhibits and Certifications constitutes the entire Agreement between the Parties. The Contract is to be interpreted under the laws of the State of South Carolina.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated.

Signed, sealed and executed for the COUNTY.

RICHLAND COUNTY

WITNESS:

By: _____
Signature

Title: _____

Fed. ID#: XX-XXXXXXX

Signed, sealed and executed for the DEPARTMENT

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

WITNESS:

By: _____
Robert J. St. Onge, Jr.
Secretary of Transportation

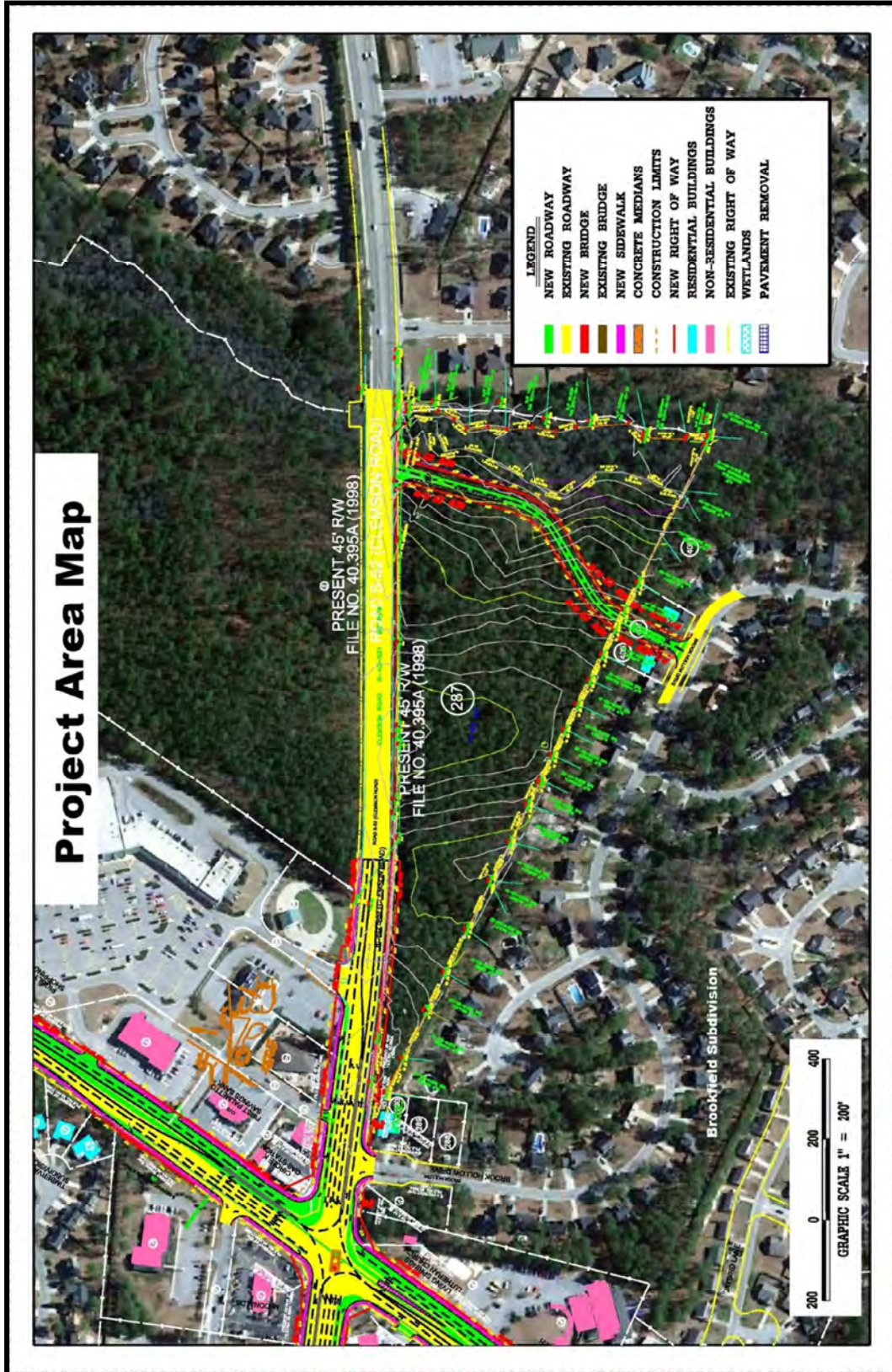
RECOMMENDED:

John V. Walsh
Deputy Secretary for Engineering

Christy A. Hall
Deputy Secretary for Finance

Exhibit A

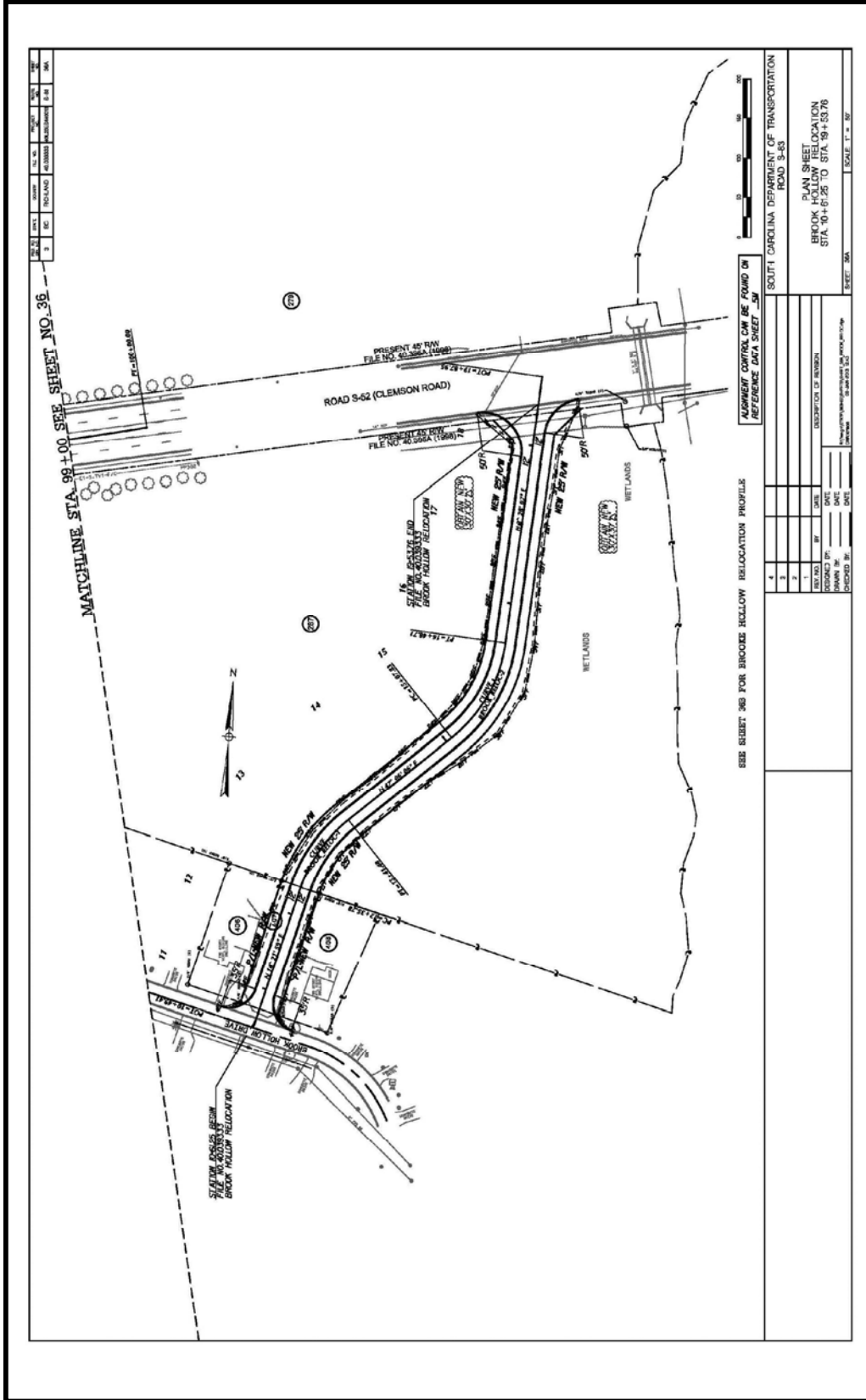
PROJECT AREA MAP
AND
ADDITIONAL PROJECT INFORMATION



Item# 5

Exhibit A (Continued)

PROJECT AREA MAP
AND
ADDITIONAL PROJECT INFORMATION



Item# 5

Exhibit A (Continued)
PROJECT AREA MAP
AND
ADDITIONAL PROJECT INFORMATION

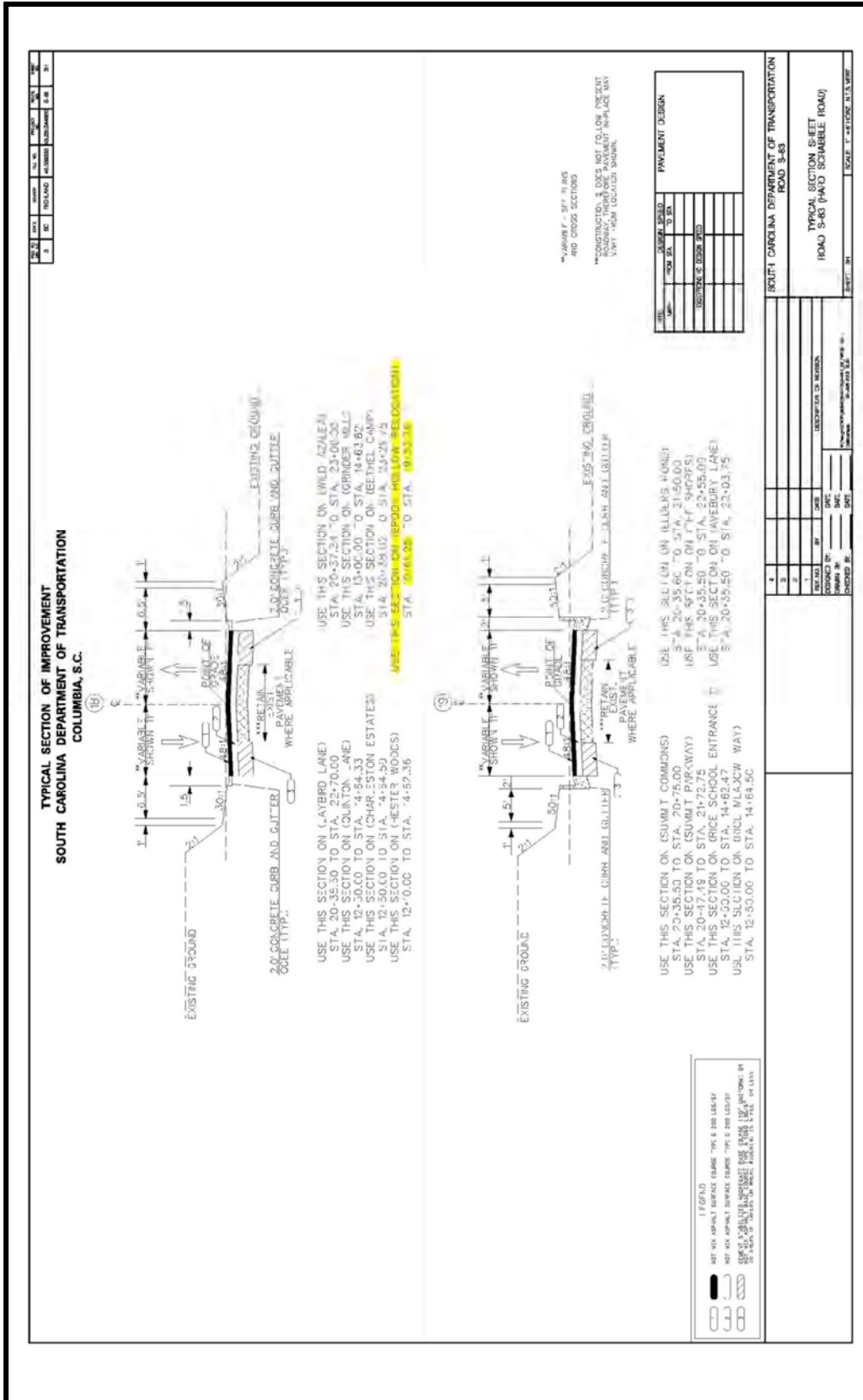


Exhibit B

Letter from COUNTY dated [REDACTED]
Regarding ownership and maintenance of Brook Hollow Access Road

Richland County Council Request of Action

Subject

Reallocation of Funds for Cemetery Survey [**PAGES 40-42**]

Reviews

Richland County Council Request of Action

Subject: Conservation Department: Reallocate Funds for Cemetery Survey

A. Purpose

County Council is requested to approve a budget reallocation for Richland County Conservation Commission of \$41,000 from Professional Services to an FY13 grant to Chicora Foundation for the second phase of a county-wide cemetery survey.

B. Background / Discussion

Richland County Conservation Commission (RCCC) and County Council approved a historic preservation grant to Chicora Foundation in FY13 to develop a comprehensive list of cemeteries in Richland County. This involved compiling lists from many sources, eliminating duplicates (many cemeteries have two or three names), and locating coordinates and tax map numbers for the parcels. The public was asked for help in identifying lost and forgotten cemeteries. Chicora has completed their work and submitted a written report along with a spreadsheet of 463 documented cemeteries. An additional 92 cemeteries are considered unidentified, needing further information. The GIS Department will upload the information for inclusion on the cemetery layer of the County online GIS system.

The first grant was written as phase one of a two-part proposal. Chicora submitted a grant in February 2013 for the Commission's FY14 grant cycle. The main purpose of phase two is to field-verify all cemeteries to collect additional information including location within the parcel, condition, type, approximate number of marked and unmarked graves, and cemetery features. This information will be added to the County online GIS system. Chapter 26, Richland County Land Development Code, requires developers to provide a natural resources inventory which includes the location of cemeteries and gravestones.

RCCC grant funding requests for FY14 came to \$820,990 with only \$250,000 available for allocation. The Conservation Commission strongly supports having Chicora complete the cemetery survey through field verification of the 555 cemeteries and any additional ones that become known. Due to a shortage of grant funds, the Commission voted at the March 25, 2013 meeting to request staff to reallocate available funds from the Commission's FY13 budget. We are requesting \$41,000 from the Professional Services category to be reallocated to Chicora's current grant line item (key code 2596), allowing them to begin work during FY13.

C. Legislative / Chronological History

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

D. Financial Impact

There is no financial impact to the RCCC budget. Funding this project is a cost savings for the County since it would cost more in staff time and resources to do this in-house than to have the cemetery experts, Chicora, complete the survey. Without this information, additional costs and time delays will result for developers required to submit this information to the Planning Department.

E. Alternatives

1. Approve the request to reallocate \$41,000 from RCCC Professional Services to Chicora Foundation grant line item to complete the county-wide cemetery survey.
2. Do not approve the request to reallocate funds. Either the work will not get done or it will cost the County more to have it done through alternative means.

F. Recommendation

It is recommended Council approve the request to reallocate \$41,000 from RCCC Professional Services to Chicora Foundation grant line item (key code 2596) to complete the county-wide cemetery survey.

Recommended by: James B. Atkins Department: Conservation Dept. Date: 4/5/13

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 4/8/13
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: Since the request would reallocate current appropriated funds, approval would not require a budget amendment or public hearing.

Procurement

Reviewed by: Rodolfo Callwood Date: 4/8/13
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 4/8/13
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Sparty Hammett Date: 4/8/13
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

Richland County Council Request of Action

Subject

Adoption of the following Four Resolutions from the April 2, 2013 Council Meeting: **[PAGES 43-50]**

1. A Resolution Honoring Ginny Waller as the 2013 recipient of the Francis Marion University and SC Association of Nonprofit Organizations' (SCANPO) Award [MANNING]
2. Resolution honoring Deputy Sheila Aull for heroism in the line of duty; and honoring the Cedar Creek Community for their donation of \$1,500 to purchase additional lifesaving vests for deputies. Motions were made by Councilwoman Dickerson [DICKERSON]
3. Resolution to recognize Richland County as a Purple Heart County [WASHINGTON]
4. Resolution recognizing Cameron Wesley as the first African American Postmaster in the State of South Carolina [JACKSON]

Reviews

Richland County Council Request of Action

Subject: Adoption of Four Resolutions from the April 2, 2013 Council Meeting

A. Purpose

County Council is requested to adopt four (4) proposed Resolutions from motions made at the April 2, 2013 Council meeting.

B. Background / Discussion

Motions were made to approve the following proposed Resolutions at the April 2, 2013 Council Meeting:

1. Resolution honoring Ginny Waller as the 2013 recipient of the Francis Marion University and SC Association of Nonprofit Organizations' (SCANPO) Award. Motion was made by Councilman Manning (Appendix 1).
2. Resolution honoring Deputy Sheila Aull for heroism in the line of duty; and honoring the Cedar Creek Community for their donation of \$1,500 to purchase additional lifesaving vests for deputies. Motions were made by Councilwoman Dickerson (Appendix 2).
3. Resolution to recognize Richland County as a Purple Heart County. Motion was made by Councilman Washington (Appendix 3).
4. Resolution recognizing Cameron Wesley as the first African American Postmaster in the State of South Carolina. Motion was made by Councilman Jackson (Appendix 4).

C. Legislative / Chronological History

Since these items are Council-member initiated requests, there is no legislative history associated with any of the proposed Resolutions.

D. Financial Impact

There is no financial impact associated with any of the proposed Resolutions.

E. Alternatives

1. Approve the request to adopt all of the proposed Resolutions.
2. Approve the request to adopt one to four of the proposed Resolutions.
3. Do not approve the request to adopt all of the proposed Resolutions.

F. Recommendation

It is recommended that Council adopt all four of the proposed Resolutions.

Recommended by: Councilmembers Manning, Dickerson, Washington and Jackson

Department: County Council

Date: 4/5/13

(drafted by Justine Jones, Manager of Research and Monique Walters, Assistant to the Clerk of Council)

Item# 7

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 4/9/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 4/9/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion. I would also recommend a change in how Council deals with such items, as the Committee process is long and likely unnecessary with these types of resolutions. First, Council Chair could automatically request that these type items (resolutions honoring or recognizing a citizen or organization) be voted on in the Motion period (request unanimous consent). Second, Council Rules could be amended to allow resolutions honoring or recognizing a citizen or organization be placed automatically on an agenda for voting (Rule 1.7 (b)).

Administration

Reviewed by: Roxanne Ancheta

Date: April 9, 2013

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the Resolutions as presented. Further, Administration supports the recommendations of Legal.

Appendix 4

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A RESOLUTION

**A RESOLUTION RECOGNIZING CAMERON WESLEY, SR. THE AFRICAN
AMERICAN POSTMASTER IN SOUTH CAROLINA**

WHEREAS, Cameron Wesley, Sr. was born to Mamie L. Jacobs-Wesley in Hopkins, South Carolina; and raised by several “aunties”; and

WHEREAS, Cameron Wesley, Sr., a graduate of Lower Richland High School, class of 1990, enlisted in the Army just 15 days after his 18th birthday; and after graduating he was off to basic training as an infantry soldier; and

WHEREAS, during his service, Cameron served two Gulf tours and earned the honor of becoming an Army Airborne Ranger/Sniper while receiving many honors; he also served and toured many countries in the continent of Europe and Africa, and the countries of Panama and Haiti; Cameron was honorably discharged in July 1996; and

WHEREAS, after his discharge and two years in the private sector, Cameron applied with the United States Postal Service and was hired July of 1998; by December 1998 he was supervising; he has held various positions with the Postal Service such as clerk, and clerk supervisor, and manager of key post office branches in Columbia, prior to being promoted to Postmaster of Whitmire in February this year; and

WHEREAS, Cameron Wesley, Sr., while employed with the Postal Service has earned an Associate’s Degree in Telecommunication Engineering, and a Bachelor of Science Degree in Business Administration; he is currently three classes away from earning a degree in computer programming; and

WHEREAS, Cameron Wesley, Sr. is married to his high school sweetheart, Beverly; and they have two sons and a dog; together they enjoy league bowling; Cameron is a life member of St. John Baptist Church in Hopkins, and also a member of the Eureka Masonic Temple #3 of Fayetteville, North Carolina, Vice President of the National Association of Postal Supervisors of South Carolina Branch #225, and member of Omega Psi Phi Fraternity-Omicron Phi Chapter of South Carolina, and serves on numerous boards; his enjoyment of words since grade school has also led him to motivational speaking to youth of all ages; and

NOW THEREFORE BE IT RESOLVED that Richland County Councilman Norman Jackson, District Eleven, and Richland County Council recognizes Cameron Wesley, Sr. for becoming the first person of color to hold the position of Postmaster in the state, and opening the doors for others.

ADOPTED this 2nd day of April 2013

Norman Jackson, Member (Sponsor)
Richland County Council

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

ATTEST this ____ day of April 2013

Michelle Onley
Interim Clerk of Council

Richland County Council Request of Action

Subject

Review the Ordinance on Trash Bagging on Yard Debris [**PAGES 51-54**]

Reviews

Richland County Council Request of Action

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

A. Purpose

On April 2, 2013, Councilman Jackson made the following motion:

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

B. Background / Discussion

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

C. Legislative / Chronological History

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

D. Financial Impact

The financial impact is dependent upon:

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

E. Alternatives

1. Leave the existing contracts in place which require bagging yard waste (containerizing is acceptable).
2. Attempt to renegotiate the 2 hauling contracts to remove the bagging of yard waste provision with the expectation that if renegotiated the curbside rate per household would increase.

Item# 8

F. Recommendation

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

Recommended by: Hon. Norman Jackson Department: County Council Date: 4/12/13

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 4/15/13
 Recommend Council approval Recommend Council denial
 Recommend Council discretion
Comments regarding recommendation:

The request is to consider a change to the service level therefore is an item for Council discretion.

Since the Solid Waste program is fee-driven, we would recommend that Council review the cost impact to the program and citizen prior to approving the change in service level.

Solid Waste

Reviewed by: Rudy Curtis Date: 4/15/13
 Recommend Council approval Recommend Council denial
 Recommend Council discretion
Comments regarding recommendation:

Solid Waste recommends that Council leave the existing contracts in place based on the overall minimal adverse reaction by the 19,000 households, the positive impact to the environment, the added safety of workers who manually loaded the loose debris with forks, and the cost benefit to the County from not having to pay more for curbside collection of loose yard waste if the collection contracts are renegotiated.

Procurement

Reviewed by: Rodolfo Callwood Date: 4/16/13
 Recommend Council approval Recommend Council denial
 Recommend Council discretion
Comments regarding recommendation:

Bagging assists in providing a positive impact on the county’s environment, road safety and stormwater system. The Solid Waste collection contract allows for removal of large un-baggable trash. Renegotiating bagging may require additional logistics and impact the current cost of collection due to manual collection of loose trash and scattered debris.

Legal

Reviewed by: Elizabeth McLean Date: 4/16/13
 Recommend Council approval Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion; however, as stated above, any change would require a renegotiation (and likely and increased fee) of existing hauling contracts.

Administration

Reviewed by: Tony McDonald

Date: 4/19/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: I concur with the comments from the Solid Waste Director and Procurement Director. Because the bagging requirement was previously approved by Council and negotiated into the contracts that were renewed beginning January 2013, those contracts would have to be renegotiated if this motion were to be approved.

Richland County Council Request of Action

Subject

Ordinance Amendment for Town of Irmo Roadway Maintenance [PAGES 55-69]

Reviews

Richland County Council Request of Action

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

A. Purpose

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

B. Background / Discussion

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

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

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

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

C. Legislative / Chronological History

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

D. Financial Impact

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

E. Alternatives

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

F. Recommendation

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

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

G. Reviews

Finance

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

Public Works

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

Legal

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

Administration

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

Recommend Council denial

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

RECEIVED
OCT 11 2007

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

Section I - County Responsibilities

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

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

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

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

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

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

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

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

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

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

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

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

Section II - Municipal Responsibilities

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

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

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

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

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

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

Section III - Funding

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

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

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

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

Section IV - Capital Drainage Improvements

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

ARTICLE 2 - NPDES STORMWATER PERMIT COVERAGE

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

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

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

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

Section I- Obligation to Comply with Permit

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

ARTICLE 3 - GENERAL

Section I- Severability

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

Section II- Successors and Assigns

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

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

Section III - Extension of Authority

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

Section IV - Termination by the County

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

Section V- Termination by the Municipality

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

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

Section VI- Insurance

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

Section VII- Duration

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

Section VIII- Previous Agreements

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

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

as heretofore duly authorized on the date first above written.

WITNESSES:

Debra Keating
Tony McDonald

John L. Gibbons
[Signature]

COUNTY OF RICHLAND

By: [Signature]
Milton Pope
County Administrator

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

TOWN OF IRMO

By: [Signature]
John L. Gibbons
Mayor

Appendix 2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY COUNCIL

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

ATTEST THIS THE _____ DAY
OF _____, 2013.

Michelle M. Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:
Second Reading:

Item# 9

Public Hearing:
Third Reading:

Item# 9