



RICHLAND COUNTY COUNCIL

DEVELOPMENT AND SERVICES COMMITTEE

Gwendolyn Kennedy	Damon Jeter	Norman Jackson, Chair	Jim Manning	Bill Malinowski
District 7	District 3	District 11	District 8	District 1

**MAY 25, 2010
5:00 PM**

2020 Hampton Street, Columbia, South Carolina

CALL TO ORDER

APPROVAL OF MINUTES

1. Regular Session: April 27, 2010 [pages 5-7]

ADOPTION OF AGENDA

ITEMS FOR ACTION

2. Blue Lights can only be used by Law Enforcement and approved Emergency Vehicles [pages 9-10]
3. Construction Services for Lake Elizabeth Phase III Cumbess Creek Water Quality Capital Improvement Project [pages 12-14]

4. Curfew for Community Safety [pages 16-18]
5. Determining the County's true priority investment areas [pages 20-21]
6. Eliminate the requirement of obtaining a building permit for roofing, siding, and replacement of windows and exterior doors [pages 23-31]
7. Haynes Property Conservation Easement [pages 33-45]
8. Hopkins Community Water System Bond and Bond Anticipation Note Ordinance [pages 47-98]
9. International Cultural Exchange Ad Hoc Committee [page 100]
10. Memorandum of Understanding between Richland County and Richland County Transportation Committee to Pool Funds for Dirt Road Paving [pages 102-103]
11. Motion to Develop a public-private water and sewer system for the Lower Richland Planning area and other parts of the County [pages 105-111]
12. Request for Construction Contract Award for Closure of Phase 1A at County Landfill [pages 113-114]
13. Retreat: Visionary Legacy of Council [pages 116-117]
14. Special Resurfacing and Full Depth Patching Change Order [pages 119-124]
15. To amend the ordinance dealing with Loitering [pages 126-129]
16. Traffic signal synchronization and Timing to improve air quality by reducing vehicle emissions [pages 131-134]

ITEMS FOR DISCUSSION / INFORMATION

17. Ensure that any negotiations with the Fire Department, City and County, make it a priority to keep ISO ratings and is in the best interest of the citizens and Firefighter Safety [page 136]
18. Review all Engineering and Architectural Drawing requirements to make sure there is no unnecessary charge or expense to citizens [pages 138-141]

19. Sease Road [pages 143-156]

ADJOURNMENT



Richland County Council Request of Action

Subject

Regular Session: April 27, 2010 [pages 5-7]

Reviews

Richland County Council
Development and Services Committee
April 27, 2010
5:00 PM



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

Members Present:

Chair: Norman Jackson
Member: Damon Jeter
Member: Gwendolyn Davis Kennedy
Member: Bill Malinowski
Member: Jim Manning

Others Present: Paul Livingston, Kelvin Washington, Valerie Hutchinson, Michielle Cannon-Finch, Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Larry Smith, Anna Almeida, Amelia Linder, David Hoops, Stephany Snowden, Jennifer Dowden, Tamara King, Valeria Jackson, Jim Wilson, Srinivas Valavala, Geo Price, John Hixson, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 5:02 p.m.

APPROVAL OF MINUTES

March 23, 2010 (Regular Session) – Mr. Manning moved, seconded by Mr. Malinowski, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

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

ITEMS FOR ACTION

Jasmine Place Water Quality Improvement Project – Ms. Kennedy moved, seconded by Mr. Malinowski, to forward this item to Council with a recommendation for approval. A discussion took place.

The vote in favor was unanimous.

Ordinance to Amend the Standards for Outdoor Retail Lighting – Mr. Manning moved, seconded by Mr. Jeter, to forward this item to Council with a recommendation for approval and to have staff review when businesses near neighborhoods should reduce their lighting. A discussion took place.

The vote in favor was unanimous.

Memorandum of Understanding to reflect the intent of parties regarding access to Lower Richland Boulevard and Garners Ferry Road in the development of certain residential and commercial facilities – Mr. Malinowski moved, seconded by Mr. Manning, to forward this item to Council without a recommendation. The vote in favor was unanimous.

To amend the ordinance dealing with Loitering – Mr. Manning moved, seconded by Ms. Kennedy, to defer this item to the May committee meeting. The vote was in favor.

Traffic signal synchronization and Timing to improve air quality by reducing vehicle emissions – Mr. Manning moved, seconded by Mr. Malinowski, to defer this item to the May committee meeting. The vote in favor was unanimous.

Water Line Construction to New Light Beulah Baptist Church – Mr. Manning moved, seconded by Ms. Kennedy, to forward this item to Council with a recommendation for denial. The vote was in favor.

Change to Handbook regarding Weapons – Mr. Manning moved, seconded by Mr. Jeter, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

Curfew for Community Safety – Mr. Manning moved, seconded by Mr. Jeter, to defer this item to the May committee meeting. The vote in favor was unanimous.

Decker Blvd Woodfield Park Slum and Blight Designation – Mr. Manning moved, seconded by Mr. Jeter, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

Determining the County's true priority investment areas – Mr. Jeter moved, seconded by Mr. Malinowski, to defer this item to the May committee meeting. The vote in favor was unanimous.

Eliminate the requirement of obtaining a building permit for roofing, siding, and replacement of windows and exterior doors – Mr. Jeter moved, seconded by Mr. Malinowski, to defer this item to the May committee meeting. The vote in favor was unanimous.

Haynes Property Conservation Easement – Mr. Jeter moved, seconded by Mr. Malinowski, to defer this item to the May committee meeting. The vote in favor was unanimous.

Laurelwood Plantation Historic Preservation Acquisition – This item was moved to the A&F committee meeting.

Memorandum of Understanding between Richland County and Richland County Transportation Committee to Pool Funds for Dirt Road Paving – Mr. Jeter moved, seconded by Mr. Malinowski, to defer this item to the May committee meeting. The vote in favor was unanimous.

ITEMS FOR DISCUSSION/INFORMATION

Ensure that any negotiations with the Fire Department, City and County, make it a priority to keep ISO ratings and is in the best interest of the citizens and Firefighter Safety – Mr. Jeter moved, seconded by Mr. Malinowski, to defer this item to the May committee meeting. The vote in favor was unanimous.

Review all Engineering and Architectural Drawing Requirements to make sure there is no unnecessary charge or expense to citizens – Mr. Jeter moved, seconded by Mr. Malinowski, to defer this item to the May committee meeting. The vote in favor was unanimous.

Sease Road – Mr. Jeter moved, seconded by Mr. Malinowski, to defer this item to the May committee meeting. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 6:03 p.m.

Submitted by,

Norman Jackson, Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

Blue Lights can only be used by Law Enforcement and approved Emergency Vehicles [pages 9-10]

Reviews

Richland County Council Request of Action

Subject: Motion urging enforcement of blue light laws

A. Purpose

Council is requested to consider the motion made at the April 20, 2010 Council Meeting, and direct staff as appropriate.

B. Background / Discussion

The following motion was made at the April 20, 2010 Council Meeting by Councilman Jackson:

Blue lights can only be used on Law Enforcement and approved emergency vehicles, per State Law. There are a lot of vehicles, cars and bikes equipped or fitted with blue lights. A motion urging law enforcement to enforce the law. [Jackson]: Forwarded to the May D&S Committee.

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

C. Financial Impact

There is no known financial impact associated with this request at this time.

D. Alternatives

1. Approve the motion and direct staff as appropriate.

2. Do not approve the motion.

E. Recommendation

Council discretion.

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: Council discretion

Legal

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: Council discretion

Sheriff's Department

Reviewed by: Chief Dan Johnson

Date: 5/17/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: We have not been made aware of any specific issue. The Sheriff's Department works very hard to enforce all state laws and local laws. We make arrests where there is probable cause not by resolution.....

Administration

Reviewed by: J. Milton Pope

Date: 5-18-10

Recommend Approval

Recommend Denial

No Recommendation

Comments: This issue is a law enforcement issue/matter and should be forwarded to the Richland County Sherriff's Department.

Richland County Council Request of Action

Subject

Construction Services for Lake Elizabeth Phase III Cumbess Creek Water Quality Capital Improvement Project
[pages 12-14]

Reviews

Richland County Council Request of Action

Subject: Award of Construction Services for Lake Elizabeth Phase III Cumbess Creek Water Quality Capital Improvement Project to the most responsive bidder from Richland County Department of Public Works Roads & Drainage Division Budget

A. Purpose

"County Council is requested to approve the award of construction services for Lake Elizabeth Phase III Cumbess Creek Water Quality Capital Improvement Project to the most responsive bidder from Richland County Department of Public Works Roads & Drainage Division FY10 adjusted budget."

B. Background / Discussion

The Lake Elizabeth Phase III Cumbess Creek Water Quality Capital Improvement Project is being performed by the Department of Public Works Stormwater Management in an effort to improve water quality of stormwater runoff discharged from properties off Farrow Road. This runoff is discharged to Cumbess Creek which is Crane Creek watershed. The project is part of the implementation of the Lake Elizabeth Concept Study that was completed recently and per County's effort to improve water quality in Carne Creek Watershed.

Lake Elizabeth Phase III Cumbess Creek Water Quality Capital Improvement Project includes retrofitting existing storm drainage system with water quality units at three identified locations. The installed units shall treat stormwater before it is discharged in Cumbess Creek. All work on the project is expected to a complete within 45 consecutive calendar days from the date of Notice to Proceed.

All of the necessary requirements applicable to the project such as permits, easements, utilities co-ordination, design and drawings, contract documents, specifications, are satisfactorily addressed. Bids will be solicited for the project construction services from the qualified contractors on April 30, 2010 with a due date of June 03, 2010 at 2.00p.m. A pre-bid conference is scheduled for May 20, 2010 at 10:00a.m. The received bids will be evaluated, and the most responsive bidder along with bid cost will be recommended to the Council appropriately.

C. Financial Impact

The Engineer's total estimated construction cost for the project is \$119,500.00. The Public Work's Roads & Drainage Division has entire funding available for this project in its FY10 adjusted budget. Council approval is needed in authorizing the award of contract to the most responsive bidder. It is to be noted that, the actual bids may come higher/lower than engineer's estimated cost of the project.

Item	Cost in Dollars
Engineer's Estimated Project Construction Cost for Lake Elizabeth Phase I CIP	\$119,500.00
Contingencies	\$17,944.00
Total Estimated Project Construction Cost	\$ 137,444.00

D. Alternatives

1. Approve the request in full, and exactly as presented by the Department of Public Works.
Reason: The request involves no new financial impacts and is funded wholly in FY10 adjusted budget. This project will help in improving water quality in the region and Crane Creek watershed as a whole. The project is well in-line with planned Stormwater Management's Capital Improvement Project (CIP) program.
2. Do not approve the recommendations, and send it back to the Department of Public Works.
Consequences: No contract for construction services which either stalls or delays the implementation of capital improvement project.

E. Recommendation

"It is recommended that Council approve the award of construction services contract for Lake Elizabeth Phase III Cumbess Creek Water Quality Capital Improvement Project to the most responsive bidder (pending recommendation) from Richland County Department of Public Works Roads & Drainage Division FY10 adjusted budget. The name of the recommended responsive bidder/firm for the project and project bid cost will be presented to the Council appropriately at that time"

Recommended by: David Hoops, P.E., DPW Director
Srinivas Valavala, DPW Stormwater Manager

Department: Public Works

Date: 04/26/2010

F. Reviews

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

Finance

Reviewed by Daniel Driggers:

Date: 5/3/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Item# 3

Attachment number 1
Page 2 of 3

Reviewed by: Rodolfo Callwood
 Recommend Council approval

Date: 5/3/2010
 Recommend Council denial

Comments regarding recommendation:

Legal

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

Date:
 Recommend Council denial

Administration

Reviewed by: Sparty Hammett
 Recommend Council approval
Comments regarding recommendation:

Date: 5/7/10
 Recommend Council denial

Richland County Council Request of Action

Subject

Curfew for Community Safety [pages 16-18]

Reviews

Legal will meet with Councilmember Manning to discuss the specifics of the Curfew for Community Safety motion.

Richland County Council Request for Action

Subject: Curfew for Community Safety

A. Purpose

This request is, per Mr. Manning's motion, to consider a curfew as a means of bringing citizens and government together in an effort to make our neighborhoods and communities safer.

B. Background / Discussion

The adoption of a curfew would involve several hurdles, mostly constitutional, which would need to be overcome before implementation. In general, the County would have the authority to impose a curfew under its general police powers for the purpose of promoting the public welfare, security, health, and safety of its citizens; however, to pass constitutional muster, this general power must be applied in a very strict manner.

Some preliminary questions to be considered are:

- What specific behavior/problem is the curfew intended to correct?
- To whom would the curfew be applicable?
- Would the application of the curfew to this specific group alleviate the stated problem?
- How long would the curfew need to be in effect to alleviate the problem?
- Is there some other method for alleviating the problem which would be less intrusive on individual rights and freedoms?
- Can the curfew be fairly enforced by law enforcement?

Once these preliminary questions have been answered, then an ordinance must be drafted that is specifically tailored to correct the stated problem. In drafting the ordinance, special care should be taken to address potential constitutional issues inherent in a curfew: namely, First Amendment freedom of speech and assembly; Fourth Amendment unreasonable search and seizure; Ninth Amendment general personal rights; and Fourteenth Amendment due process and equal protection.

Depending on how the questions above are answered, it is likely that the County would have to show a compelling interest in enacting the curfew and that this was the least intrusive manner in which to alleviate the stated problem. At the very least, the curfew must be reasonably related to a legitimate government interest.

In summary, even though curfews have been upheld by the courts, stringent steps would need to be taken during the research, justification, drafting and enactment processes to avoid the myriad constitutional pitfalls inherent in any law which seeks to curtail the personal liberties and freedoms of citizens.

C. Financial Impact

None known.

D. Alternatives

- 1. Adopt a curfew.
- 2. Do not adopt a curfew.

E. Recommendation

Council discretion, keeping in mind, however, the legal consideration briefly outlined above.

Recommended by: Elizabeth A. McLean Department: Legal Date: 2/08/10

F. Reviews

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

Finance

Reviewed by Daniel Driggers: Date: 2/09/10
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: No recommendation based on ROA having no financial impact

Legal

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

Administration

Reviewed by: J. Milton Pope: Date: 2-10-2010
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: Council discretion however Sheriff’s Department input should be considered before policy action.

Richland County Council Request of Action

Subject

Determining the County's true priority investment areas [pages 20-21]

Reviews

Richland County Council Request for Action

Subject: Determining the County's true priority investment areas

A. Purpose

County Council is requested to consider a motion that directs staff to determine what the County's true priority investment areas should be and to update the current Comprehensive Plan with same.

B. Background / Discussion

On April 6, 2010, a motion was made by the Honorable Bill Malinowski, as follows:

“To have Council and staff determine what Richland County's true priority investment areas should be and to update the current land use plan by listing them.”

County Council forwarded this motion to the April D&S Committee for consideration and recommendation.

* Note: This would amend the County's Comprehensive Plan, not the County's Land Development Code.

C. Financial Impact

None.

D. Alternatives

1. Direct staff to work with Council in determining what the County's true priority investment areas should be and then update the Comprehensive Plan by listing them.
2. Do not direct staff to work with Council in determining what the County's true priority investment areas should be.

E. Recommendation

This request is at Council's discretion.

Recommended by: Honorable Bill Malinowski

Date: April 6, 2010

F. Approvals

Finance

Reviewed by: Daniel Driggers

Date: 4/15/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: No recommendation

Legal

Reviewed by: Larry Smith

Date: 4/15/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion

Administration

Reviewed by: Sparty Hammett

Date: 4/15/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: No recommendation – Council discretion.

Richland County Council Request of Action

Subject

Eliminate the requirement of obtaining a building permit for roofing, siding, and replacement of windows and exterior doors [pages 23-31]

Reviews

Richland County Council Request for Action

Subject: Eliminating the requirement of obtaining a building permit for roofing, siding, and replacement of window & exterior doors.

A. Purpose

County Council is requested to consider an Ordinance that would delete the requirement of obtaining a building permit for cosmetic or maintenance purposes.

B. Background / Discussion

On December 15, 2009, a motion was made by the Honorable Norman Jackson, as follows:

“I move that property owners should not be required to obtain permits for cosmetic or maintenance purposes, including replacing roofs, siding, windows, doors, painting, etc.”

The motion further stated, “The IRC was not specific and because it is not a structural problem, permits should not be required.”

County Council forwarded this motion to the January D&S Committee for consideration and recommendation.

A copy of the proposed ordinance is attached for Council’s consideration.

C. Financial Impact

Loss of revenue for non-permitted work.

D. Alternatives

1. Approve the ordinance eliminating building permits for cosmetic or maintenance purposes, including replacing roofs, sidings, windows, doors, painting, etc.
2. Do not approve the ordinance and continue with current requirements for no permit as allowed by the code for maintenance except where provided for building protection and life safety.

E. Recommendation

This request is at Council’s discretion.

Recommended by: Honorable Norman Jackson

Date: December 15, 2009

F. Approvals

Finance

Reviewed by Daniel Driggers:

Date: 1/14/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision at council's discretion. Based on section c there would be a loss of revenue but no amount is stated. Therefore I would recommend that a financial impact be developed based on prior year activity prior to finalizing a decision.

Building and Inspections

Reviewed by: Donny Phipps

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

A list for exempt work that does not require a permit is already provided by the 2006 IRC, International Residential Code for maintenance items. Per this list, roofing, siding, windows or doors are not excluded from code compliance or inspection. These are a part of the code for protection of the structure's thermal envelope as well as protecting the framing and sheathing which are integral parts of the structure. Their proper installation is critical. Windows and doors are important components of the life, safety requirements of the Residential Building Codes. They are also vital in achieving compliance to the International Energy Conservation Code adopted by South Carolina. We are required by the State to inspect for compliance. To remove these items from permitting could cause a problem of customer service and protection, not only from the codes, but the department not being able to help the homeowner when contractors that are not licensed or qualified with Richland County or the State to perform the work we would not be able to hold them responsible. The requirement for permits, allows us to take action when one does not pull permits and/or when work is not performed in compliance with building codes. The requirements for installation to manufacture specifications are then left to that of the homeowner and that the work is in compliance with residential building codes. The IRC code has several chapters dedicated to roofing and siding installation. Windows and doors are covered under egress requirements for life safety and energy code requirements.

Richland County Department of Building Codes and Inspections is required to enforce code items for construction for the protection of property and life. Removing this requirement puts that responsibility back on the homeowner. Please keep the permitting process as it is to help protect the consumer.

Summarized below are the cosmetic, maintenance and etc. work that is exempt from permit requirements in the 2006 IRC or inspection, and to expand on this list is not needed.

- One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet.
- Fences not over 6 feet high.
- Retaining walls that are not over 4 feet in height.
- Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.
- Sidewalks and driveways.
- Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- Prefabricated swimming pools that are less than 24 inches deep.
- Swings and other playground equipment.
- Window awnings supported by an exterior wall which do not project more than 54 inches from the exterior wall and do not require additional support.

- Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
- Portable heating, cooking or clothes drying appliances.
- Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
- Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.
- Portable heating appliances.
- Portable ventilation appliances.
- Portable cooling units.
- Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
- Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
- Portable evaporative coolers.
- Self-contained refrigeration systems containing 10 pounds or less of refrigerant or that are actuated by motors of 1 horsepower or less.
- Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.
- The stopping of leaks in drains, water, soil, waste or vent pipe.
- The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets.
- Ordinary repairs to structures, replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.
- The installation, alteration or repair of generation, transmission, distribution, metering or other related equipment that is under the ownership and control of public service agencies by established right.

Legal

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion

Administration

Reviewed by: Tony McDonald

Date: 1/20/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The existing list of exemptions from building permits is quite extensive, as is indicated above. It is recommended that this list not be expanded at this time due to the reasons clearly outlined by the County's Building Official.

AMENDED

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; ARTICLE II, ADMINISTRATION; DIVISION 3, PERMITS, INSPECTION AND CERTIFICATE OF APPROVAL; SECTION 6-43, PERMITS REQUIRED/EXCEPTION; SO AS TO NOT REQUIRE PERMITS FOR COSMETIC OR MAINTENANCE PURPOSES AS LISTED BY THE 2006 INTERNATIONAL RESIDENTIAL CODE.

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

SECTION I. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article II, Administration; Division 3, Permits, Inspection and Certificate of Approval; Section 6-43; Permits Required/Exception; Subsection (a); is hereby amended to read as follows:

(a) No person shall construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any building or structure, or installation of electrical, gas, or plumbing equipment or other apparatus regulated by this chapter without first obtaining from the building official a separate permit for each such building, structure, or installation. One (1) copy of the required permit shall be forwarded to the county assessor within ten (10) days after issuance. A building, structure, or installation may contain one or more units. Provided, however, no permit shall be required to replace a window or door when such replacement does not affect the structural integrity of the structure and when the replacement work is done directly by the owner of the structure.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2010.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY
OF _____, 2010

Michielle R. Cannon-Finch
Clerk of Council

AMENDED

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

From: Donny Phipps
Sent: Wednesday, January 27, 2010 9:30 AM
To: Sparty Hammett
Cc: Randy Cherry
Subject: FW: work exempt from permits per 2006 IRC

[Information requested by D&S Committee:](#)

The following is a list of work that is exempt from permits per the 2006 International Residential Code, (IRC):

R105.2 Work exempt from permit.

Permits shall not be required for the following. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11.15 m²).
2. Fences not over 6 feet (1829 mm) high.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18 927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
5. Sidewalks and driveways.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
8. Swings and other playground equipment.
9. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

Electrical:

Repairs and maintenance: A permit shall not be required for minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Gas:

1. Portable heating, cooking or clothes drying appliances.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
3. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Mechanical:

1. Portable heating appliances.
2. Portable ventilation appliances.
3. Portable cooling units.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

6. Portable evaporative coolers.
7. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.
8. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

R105.2.1 Emergency repairs.

Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the building official.

RI 05.2.2 Repairs.

Application or notice to the building official is not required for ordinary repairs to structures, replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.

2006 International Residential Code® for One- and Two-family Dwellings / Part I

RI 05.2.3 Public service agencies.

A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution, metering or other related equipment that is under the ownership and control of public service agencies by established right.

<u>Jurisdiction</u>	<u>Results</u>	<u>Building Official</u>	<u>Contact Info.</u>
Anderson County	Roofing	No	Barry Holcombe 864 260 4158
	Roofing (shingles only)	No	
	Roofing (shingles w/repair)	No	
	Door Replacements	No	
	Window Replacements	No	
	Vinyl Siding	No	
Charleston County	Roofing	Yes*	Carl Simmons 843 202 6930
	Roofing (shingles only)	Yes*	
	Roofing (shingles w/repair)	Yes*	
	Door Replacements	Yes*	
	Window Replacements	Yes*	
	Vinyl Siding	Yes*	
*(permit price is based on project cost)			
City of Columbia	Roofing	Yes*	Jerry Thompson 803 545 3420
	Roofing (shingles only)	Yes*	
	Roofing (shingles w/repair)	Yes*	
	Door Replacements	Yes*	
	Window Replacements	Yes*	
	Vinyl Siding	Yes*	
*(permit price is based on project cost)			
Greenville County	Roofing (<i>flat fee \$45.00</i>)	Yes	John McLeod 864 467 7060
	Door Replacements	No**^	
	Window Replacements	No**^	
	Vinyl Siding	No**^	
	*(unless wood needs replacing)		
^(permit price is based on project cost)			
Horry County	Roofing	Yes*	David Jacobs 843 915 5090
	Roofing (shingles only)	No	
	Roofing (shingles w/repair)	Yes*	
	Door Replacements	Yes*	
	Window Replacements	Yes*	
	Vinyl Siding	Yes*	
*(permit price is based on project cost)			
Lexington County	Roofing	No	Michael Moore 803 785 8130
	Roofing (shingles only)	No	
	Roofing (shingles w/repair)	No	
	Door Replacements	No	
	Window Replacements	No	
	Vinyl Siding	No	
Spartanburg Cty.	Roofing	Yes*	Mike Padgett 864 596 2656
	Roofing (shingles only)	No	
	Roofing (shingles w/repair)	Yes*	
	Door Replacements	No	
	Window Replacements	No	
	Vinyl Siding	No	
*(permit price is based on project cost)			

From: Gary Wiggins [mailto:WIGGINSG@lrr.sc.gov]
Sent: Tuesday, February 09, 2010 3:21 PM
To: JOE WEBB
Subject: RE: inspections question

Joe,

In my opinion, your opinion is correct. The types of permits issued and the type and number of inspections made on a project, however, are administrative in nature and governed at the local level. If you anticipate friction in the field, Donnie may want to have the permit and inspection of those systems included in the Building Inspection Department's Administrative Ordinance.

G.

From: JOE WEBB [mailto:WEBB@rcgov.us]
Sent: Tuesday, February 09, 2010 9:42 AM
To: Gary Wiggins
Cc: Sparty Hammett; Donny Phipps
Subject: inspections question

Good morning, Mr. Wiggins. Donny asked me to write you with a question for your opinion regarding required inspections. Locally, there is a question as to inspection requirements for re-roofing, application of siding or replacement of siding, replacement of windows and doors. The inspections department is of the opinion these items would require a permit and inspection, as they are included in the 2006 International Residential Code. Since these items deal with protecting the structure from the elements, and in the case of windows and doors, may also involve the required exits and emergency exits, we believe they would need to be inspected for code compliance. Would you consider giving your opinion as to whether or not re-roofing, siding, windows and door replacement would require inspections? Thank you,

J. E. Webb, CBO
Richland County
Building Inspections
Deputy Director /
Building Official

Richland County Council Request of Action

Subject

Haynes Property Conservation Easement [pages 33-45]

Reviews

Richland County Council Request of Action

Subject: Haynes Property Conservation Easement

A. Purpose

County Council is requested by the Conservation Commission to accept a conservation easement donation with fair compensation on 70 acres in Lower Richland County in order to protect valuable natural resources, wetlands, floodplains, water quality, and preserve valuable open space.

B. Background / Discussion

Mr. C. W. Haynes, Columbia, SC 29204, has made a formal application to the Conservation Commission to help protect this valuable property for conservation purposes, natural resources, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for forestry, wildlife, and scenic open space. The property is a critical segment of the Cabin Creek Watershed floodplain and buffer corridor. The property faces development pressures to be converted to high density home units. The property is located in County Council District #10 where extensive ecological areas are critical. Mr. Haynes would like to contribute to a new conservation image for the Hopkins community. We salute his donation and conservation values. The cemetery parcel is owned by a local church and not a part of this conservation agreement. The waste treatment area is owned by the landowner and not part of the conservation easement area.

C. Financial Impact- Compensation \$70,000

The Conservation Commission voted unanimously to make this easement request to County Council as a private donation for tax benefits and fair compensation. The Conservation Commission recommends \$1000 per acre of current year funds be used for easement acquisition. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. The land value based on a recent appraisal is \$365,000. We consider this agreement to be beneficial to both parties and it meets the goals of Richland County in a true volunteer partnership. The indirect benefits and cost to Richland County will be less storm water issues, improved water quality, and preserving floodplains, protecting wetlands, and wildlife habitat and gaining valuable green space.

D. Alternatives

1. **Approve the request** to accept the conservation easement in perpetuity to protect valuable natural resources and preserve green space for all citizens. Accepting this easement benefits our communities and sets an example of volunteer partnership with landowners.
2. Do not approve will allow high density development, reduce green space, remove wildlife habitat, and change our rural landscape character forever.

E. Recommendation

"It is recommended that Council approve the request to accept this conservation easement on 70 acres owned by C. W. Haynes.

Recommended by:	Department:	Date:
Carol Kososki, Chair Jim Wilson, Program Manager	Conservation Commission Richland County	3-22-10

F. Reviews

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

Finance

Reviewed by Daniel Driggers:	Date: 5/4/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Legal

Reviewed by: Larry Smith	Date:
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Administration

Reviewed by: Sparty Hammett	Date: 5/4/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

May 2, 2010

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this ____ day of June 2010, by C.W. Haynes ("Grantor"), having an address at _____, Columbia, South Carolina, 29204, to Richland County, ("Grantee").

WITNESSETH:

Grantor is the owner of 70 acres of certain real property in Richland County, South Carolina, more particularly described in Attachment A.

Grantee is a political subdivision of the State of South Carolina and meets the requirements of Section 509(a) (2) of the U.S. Internal Revenue Code Grantee is a "qualified organization," as such terms is defined in Section 170(h) (3) of the Code, and is qualified to hold conservation easements under the laws of the State of South Carolina.

Grantor wishes to convey to Grantee, for conservation purposes, a perpetual restriction on the uses that may be made of the Property.

The grant of this Easement will also serve the following "conservation purposes," as such term is defined in Section 170(h) (4) (A) of the Code:

- . The preservation of open space for the scenic enjoyment of the general public.*
- . The preservation of vital and significant lands of ecological quality formed by the influence of Cabin Creek which feeds Congaree Swamp National Park, whose presence creates substantial habitat for wildlife, flora and fauna.*
- . Preservation of water quality by providing an undeveloped buffer to Cabin Creek, a major water courses of the South Carolina Midlands whose preservation is recommend and designated a top priority of the Richland County Conservation Commission.*
- . The furtherment of the South Carolina Conservation Easement Act, South Carolina Conservation Easement Act of 1991 – S.C.C.A. § 27-8-10 et seq. which authorizes the acquisition of conservation easements by local governments.*

The current use of the Property and its current improvements are consistent with the conservation purposes of this Easement. The agricultural, natural habitat, scenic, open space, or water resources of the Property are collectively referred to herein as the "conservation values" of the Property.

The conservation values of the Property and its current use and state of improvement are described in a Present Condition Report (the "Report") prepared by Grantee with the cooperation of Grantor. Grantor and Grantee have copies of the Report, and acknowledge that the Report is accurate as of the date of this Easement. The Report may be used by Grantee to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement.

Grantor intends that the conservation values of the Property be preserved and maintained, and Grantor intends to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity.

THEREFORE, in consideration of One (1) dollar and no cents and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to Section 170(h) of the Code and section 27-8-10 et seq. of South Carolina Code of Laws of 1976, as amended; Grantor does hereby voluntarily grant and convey unto the Grantee, a preservation and conservation easement in gross in perpetuity over the Protected Property, owned by the Grantor, and more particularly described in Attachment A.:

1. Grant of Conservation Easement

Grantor hereby voluntarily grants and conveys to Grantee, and Grantee hereby voluntarily accepts, a perpetual Conservation Easement, an immediately vested interest in real property defined by the South Carolina Conservation Easement Act of 1991 of the nature and character described herein. Grantor will neither perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described below.

2. Statement of Purpose

The primary purpose of this Easement is to enable the Property to remain in traditional use by preserving and protecting its rural nature and other conservation features. No activity, which significantly impairs the conservation purpose of the Property, shall be permitted. To the extent that the preservation and protection of the natural, historic, recreational, habitat or scenic values referenced in this Easement is consistent with the primary purpose stated above, it is also the purpose of this Easement to protect those values, and no activity which shall significantly impair those values shall be permitted.

3. Rights and Responsibilities Retained by Grantor

Notwithstanding any provisions of this Easement to the contrary, Grantor reserves all customary rights and privileges of ownership, including the rights to sell and lease the Property, as well as any other rights consistent with the conservation values of the Property and not specifically prohibited or limited by this Easement. Unless otherwise specified below, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any Act of God or other event over which Grantor had no control. Nothing in this Easement relieves Grantor of any obligation in respect to the Property or restriction in the use of the Property imposed by law.

4. Right to Privacy

Grantor has customarily allowed for public access to the property by educational and conservation minded groups. Grantor intends to continue to make the property accessible but retains the right to structure such access and the right to exclude any member of the public from trespassing on the Property.

5. Permission of Grantee

Where Grantor is required to obtain Grantee's permission or approval for a proposed action hereunder, said permission or approval (a) shall not be unreasonably delayed by Grantee, (b) shall be sought and given in writing, and (c) shall in all cases be obtained by Grantor prior to Grantor's taking the proposed action. Grantee shall grant permission or approval to Grantor only where Grantee, acting in Grantee's sole reasonable discretion and in good faith, determines that the proposed action will not substantially diminish or impair the conservation values of the Property. Grantee shall not be liable for any failure to grant permission or approval to Grantor hereunder.

6. Procedure to Construct Building and Other Improvements

Except as otherwise provided herein, Grantor may undertake construction, reconstruction, or other improvement of the Property only as provided below. Grantor shall advise Grantee prior to undertaking any construction, reconstruction, or other improvement of recreational structures on the Property as permitted herein, so as to enable Grantee to keep its record current.

A) Fences – Existing fences may be repaired and replaced, and new fences may be built on the Property for purposes of reasonable and customary management of livestock and wildlife, privacy or land protection.

B) New Ancillary Structures & Improvements – One (1) ancillary gazebo like structure to be used exclusively for recreational purposes may be built on the Property with the permission of the Grantee.

C) New Residential Housing – There may be five new residential dwellings constructed on the Property, one (1) each on lots approved by the Grantee as allowed in Section 9.

D) Recreational Improvements – Low impact environmentally sensitive recreational improvements such as trails and water access points may be built with the permission of Grantee. Under no circumstances shall athletic fields, golf courses or ranges, commercial airstrips or commercial helicopter pads be constructed on the Property.

G) Utility Services and Septic Systems – Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services are permitted, provided that such utilities are providing services to improvements allowed by this easement. The existing waste water treatment facility located on this parcel for Franklin Park is platted separately and not a part of the conservation easement. The platted cemetery is not part of the conservation easement.

7. Maintenance and Improvement of Water Sources

Grantor shall not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantor may alter the natural flow of water over the property in order to improve drainage or agricultural soils, reduce soil erosion, or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the conservation purposes of this Easement and is carried out in accordance with law.

8. Water Rights

Grantor retains and reserves the right to use any appurtenant water rights sufficient to maintain the agricultural productivity of the Property. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

9. Subdivision

The Property is currently comprised of the parcel shown on Attachment A, which is all contained on one tax map. The Property may be subdivided to create five new lots of one (1) acre each, provided that the location of each lot shall be approved by the Grantee prior to subdivision to ensure the conservation features of the property are not disturbed. Each lot shall have access to the permitted road under Section 14 below

10. Conservation Practices

All agricultural or timbering operations on the Property shall be conducted in a manner consistent with a conservation plan prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service, or its successor, or by a qualified conservation professional approved by Grantee. This plan shall be updated periodically, and in any event any time the basic type of agricultural operation on the Property changes or ownership of the Property changes. All agricultural operations shall be conducted in accordance with applicable law.

11. Application of Waste Materials

The land application, storage and placement on the Property of domestic septic effluent and municipal, commercial or industrial sewage sludge or liquid generated from such sources for agricultural purposes is prohibited.

Forest Management

Trees may be removed, cut and otherwise managed to control insects and disease, to prevent personal injury and property damage only, provided that the cutting, removal or harvesting of trees is in accordance with either the conservation plan referenced in Paragraph 10 above or a forest management plan prepared by a qualified professional forester.

13. Mining

Exploration for, or development and extraction of, minerals and hydrocarbons from the Property by any method are prohibited.

14. Paving and Road Construction

Construction and maintenance of one (1) unpaved road to each permitted lot under Section 9 provided such road is determined by Richland County to be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property. No other portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material.

15. Hazardous Waste

No waste, or radioactive or hazardous waste, shall be placed, stored, dumped, buried, or permitted to remain on the Property.

16. Ongoing Responsibilities of Grantor and Grantee

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any other way affect any obligations of Grantor as owner of the Property, including but not limited to, the following:

(a) Taxes – Grantor shall be solely responsibility for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

(b) Upkeep and Maintenance – Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

(c) Liability and Indemnification – Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability, or expense (including reasonable attorneys' fee) arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

17. Extinguishment of Development Rights

Except as otherwise reserved to the Grantor in this Easement, all development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

18. Enforcement

Grantee shall have the right to enter upon the Property upon reasonable advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation

Notwithstanding the foregoing, where Grantee in Grantee's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the conservation values of the Property, Grantee may bring an action to enjoin the violation, ex parte if necessary, through temporary or permanent injunction.

In addition to injunctive relief, Grantee shall be entitled to seek the following remedies in the event of a violation:

(a) money damages, including damages for loss of the conservation values protected by this Easement; and

(b) Restoration of the Property to its condition existing prior to such violation

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including, but not limiting to, reasonable attorneys' fees. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

19. Transfer of Easement

Grantee shall have the right to transfer this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code and under the S.C. Conservation Easement of 1991, provided the transferee expressly agrees to assume the responsibility imposed on Grantor by this Easement.

20. Transfer of Property

Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which it transfers or divests itself of any interest, including, without limitation, a leasehold interest, in all or a portion of the Property. Grantor shall notify Grantee in writing at least thirty (30) days before conveying the Property, or any part thereof or interest therein, to any third party. Failure of Grantor to do so shall not impair the validity of this Easement or limit its enforceability in any way.

21. Amendment of Easement

This Easement may be amended only with the written consent of Grantor and Grantee. Any such amendment shall be consistent with the Statement of Purpose of this Easement and with Grantee's easement amendment policies, and shall comply with Section 170(h) of the Code or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with all applicable state statutes or any regulations promulgated pursuant to that law. Any such amendment shall be duly recorded.

22. Extinguishment

If this Easement is extinguished by judicial proceeding, Grantee shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, calculated in accordance with Paragraph 23 below. Grantee shall use its portion of said proceeds in a manner consistent with the general conservation purposes of this Easement.

23. Proceeds

The grant of this Easement gives rise to a property right, immediately vested in Grantee which, for purposes of calculating proceeds from a sale or other disposition of the Property as contemplated under Paragraph 22 above, shall have a value equal to a percentage (the "Proportionate Share") of the value of the Property unencumbered by this Easement. The Proportionate Share shall be determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. The Proportionate Share shall remain constant.

Unless state law provides otherwise, if this Easement is terminated and the Property is subsequently sold, exchanged, or taken in condemnation then, as required by Treas. Reg. Sec. 1.170A-14(g)(6), Grantee shall be entitled to a portion of the proceeds from the sale, exchange or condemnation equal to the Proportionate Share.

All expenses related to the termination of this Easement shall be paid out of any recovered proceeds prior to distribution of the net proceeds as provided above.

24. Interpretation

This Easement shall be interpreted under the laws of the State of South Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

25. Successors

Every provision of this Easement that applies to Grantor and Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and other successors in interest.

26. Severability

Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

27. Notices

Any notices required by this Easement shall in writing and shall be personally delivered or sent by first class mail, to Grantor and Grantee respectively at the following addresses or such other addresses as the parties may designate by notice:

*To Grantor:
C.W. Haynes*

Columbia, SC 29045

*To Grantee:
Richland County Conservation Commission
P.O. Box 192
Columbia, SC 29202*

28. Grantor's Title Warranty

Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances and hereby promises to defend the same against all claims that may be made against it.

29. Liens on Property

Any lien existing at the time of execution of this conservation easement shall be subordinated to the easement prior to execution. No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided however, that all subsequent liens shall be subservient to the conditions of this easement.

30. Subsequent Encumbrances

The grant of any easements or use restrictions that might diminish or impair the agricultural viability or productivity of the Property or otherwise or impair the conservation values of the Property is prohibited, except with the permission of Grantee.

31. Grantor’s Environmental Warranty

Grantor warrants that it has no actual knowledge of release or threatened release of hazardous substances on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability or expense (including reasonable attorney’s fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

32. Perpetuation of Easement

Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee.

33. Acceptance

As attested by the Seal of Richland County and the signature of its Chairman affixed hereto, Grantee hereby accepts the rights and responsibilities conveyed by this Easement.

TO HAVE AND TO HOLD this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

Witness:

Grantor:

C.W. Haynes

Grantee:

Witness:

Richland County

By _____

Chairman, County Council

Acknowledgments

*County of Richland
State of South Carolina,*

Personally appeared before me _____ on this _____ day of _____, 2010, and acknowledged that all material statements of fact in the foregoing Deed of Conservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Deed of Conservation Easement is his/her free act and deed.

Notary Public (SEAL)
My commission expires:

Acknowledgments

County of Richland)
State of South Carolina,
Personally appeared before me _____ on this _____ day of _____, 2010, and acknowledged that all material statements of fact in fact in the foregoing Deed of Conservation Easement are true to the of his/her knowledge and belief, and that the execution of said Deed is his/her free act and deed.

Notary Public (SEAL)
My commission expires:

Notary Public (SEAL)
My commission expires:

*ATTACHMENT A.
PROPERTY DESCRIPTION*



Richland County Council Request of Action

Subject

Hopkins Community Water System Bond and Bond Anticipation Note Ordinance [pages 47-98]

Reviews

Richland County Council Request of Action

Subject: Hopkins Community Water System
Bond and Bond Anticipation Note Ordinance

A. Purpose

The purpose of this report is to seek County Council approval of the revenue bond ordinance and the ordinance authorizing bond anticipation notes for the Hopkins Community Water Project.

B. Background

USDA Rural Development is providing funding to develop a community water system to serve Hopkins and the surrounding community. The total project cost is estimated to be approximately \$4.8 million. Of this \$4.8 million, Rural Development has committed to provide a \$1,793,000.00 grant and a \$2,033,000 loan. Consistent with Rural Development policies, bond anticipation notes are issued to temporarily supply construction funds until the final grant and loan funds are available. The grant and loan are established as reimbursable funds.

C. Discussion

The County's bond attorney has prepared the necessary bond ordinance documents to establish the funding for the project. These documents are attached for reference.

D. Financial Impact

The approval of these ordinances will be consistent with the established policies and procedures of the acceptance of a Rural Development grant/loan. The water system will be established as an enterprise fund and will have user fee rates sufficient to pay any debt service that will be outstanding on the system. No general tap revenue should be required to support the system.

E. Alternatives

1. Approve the bond ordinance as presented.
2. Disapprove the bond ordinance. This action will delay or possibly halt the construction project.

F. Recommendation

It is recommended that County Council approve the bond ordinances as presented.

Recommended by: Andy H. Metts **Department:** Utilities **Date** 5/12/10

G. Reviews

Please indicate your recommendation with a before routing to the next recipient. Thanks.

Error! Unknown document property name.

Finance

Reviewed by: Daniel Driggers

Date: 5/19/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: We would recommend denial of the establishment of a separate system for Hopkins since it would conflict with prior Council approval to consolidate all Utility systems. Establishment of a separate system would create management, budgetary and rate inconsistencies in comparison to the remainder of the County. This would require an amendment in the FY11 budget recommendation. We were unable to resolve the conflict due to constraints on the time available to review the ROA.

Procurement

Reviewed by: Rodolfo Callwood

Date:5/19/2010

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: No recommendation.

Grants

Reviewed by: Sara Salley

Date: 5/19/2010

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion

Legal

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion

Administration

Reviewed by: Sparty Hammett

Date: 5/21/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: No recommendation. A meeting is scheduled with the County's bond attorney on Monday morning in an attempt to address the Finance Director's concerns with the Bond Ordinance.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
GENERAL BOND ORDINANCE NO. _____

AUTHORIZING AND PROVIDING FOR THE CREATION OF THE HOPKINS WATERWORKS SYSTEM AND FOR THE ISSUANCE OF HOPKINS WATERWORKS SYSTEM IMPROVEMENT REVENUE BONDS OF RICHLAND COUNTY, SOUTH CAROLINA; PRESCRIBING THE FORM OF BONDS; LIMITING THE PAYMENT OF THE BONDS SOLELY TO THE NET REVENUES DERIVED FROM THE OPERATION OF THE WATERWORKS SYSTEM AND PLEDGING THE REVENUES TO SUCH PAYMENT; CREATING CERTAIN FUNDS AND PROVIDING FOR PAYMENTS INTO SUCH FUNDS; AND MAKING OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING.

Error! Unknown document property name.

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

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall, for all purposes of this Ordinance and of any ordinance, resolution, certificate, opinion, instrument or other document herein or therein mentioned, have the meanings herein specified, with the definitions to be equally applicable to both the singular and plural forms of any of the terms herein defined and vice versa. The term:

“Accountant” shall mean an independent certified public accountant or a firm of independent certified public accountants selected by the County.

“Act” shall mean Title 6, Chapter 21, Code of Laws of South Carolina, 1976, and all other statutory authorizations, now or hereinafter enacted, authorizing and enabling the County to provide for the issuance of the Bonds.

“Annual Budget” shall mean the annual budget required by Section 7.8 hereof and adopted in conformance therewith.

“Bondholders” or the term “Holders” or any similar term shall mean the registered owner or owners of any Outstanding Bond or Bonds.

“Bond” or “Bonds” shall mean any Bond, some of the Bonds or all of the Bonds issued under and pursuant to Article III hereof, excluding bonds or other indebtedness issued under Section 3.5 and Section 3.6 hereof.

“Bond and Interest Redemption Fund” shall mean each of the respective funds of that name established pursuant to Section 6.7 of this Ordinance and so designated pursuant to a Supplemental Ordinance to provide for the payment of the principal of and interest on the respective Series of Bonds issued pursuant to this Ordinance and such Supplemental Ordinance as the same respectively become due and payable.

“Bond Counsel” shall mean any attorney or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States.

“Books of Registry” shall mean the registration books maintained by the Registrar in accordance with Section 4.3 hereof.

“Business Day” shall mean any day other than a Saturday, a Sunday or a day on which banking institutions in the State or the office of the Custodian/Trustee are required or authorized by law (including executive orders) to close.

“Construction Fund” shall mean any fund established with and maintained by the Custodian named by ordinance or resolution of the County, and derived from certain of the proceeds of the sale of the Bonds and intended to defray the cost of all or a portion of any Project and to pay all Costs of Acquisition and Construction in connection therewith, as established in a Supplemental Ordinance authorizing the issuance of any Series of Bonds.

“Consulting Engineer” shall mean the engineer or engineering firm or corporation registered and qualified to practice the profession of engineering under the laws of the State of South Carolina and having a favorable reputation for skill and experience in the construction and operation of sewage disposal and treatment systems, employed by the County to perform and carry out the duties imposed by this Ordinance, and who or which is not a full-time employee of the County.

“Contingent Fund” shall mean the fund of that name established pursuant to Section 6.10 of this Ordinance.

“Cost of Acquisition and Construction” shall mean, to the extent permitted by the Act, all costs of acquiring, reconstructing, replacing, extending, repairing, bettering, improving, equipping, developing, embellishing or otherwise improving the System, including the Costs of Issuance and capitalized interest on Bonds. Cost of Acquisition and Construction shall include the payment of amounts due on bond anticipation notes, the proceeds of which were used for Cost of Acquisition and Construction.

“Cost of Issuance” shall mean all items of expense, directly or indirectly payable or reimbursable by or to the County and related to the authorization, sale and issuance of Bonds including, but not limited to, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any Custodian/Trustee, Custodian, Registrar or Paying Agent, legal fees and charges, auditing and accounting fees and charges, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds, costs and expenses of refunding, premiums for insurance of the payment of Bonds, financing charges, accrued interest with respect to the initial investment of proceeds of Bonds and any other costs, charges or fees in connection with the original issuance of Bonds.

“Council” shall mean the County Council of Richland County, South Carolina.

“County” shall mean Richland County, South Carolina.

“Custodian” shall mean any bank, depository or trust company duly qualified and doing business within the State selected by the County as a depository of moneys or securities held in the Construction Fund.

“Custodian/Trustee” shall mean a bank, a trust company, a national banking association or a national association qualified under the terms of Article VIII hereof as shall be appointed in a Supplemental Ordinance authorizing a Series of Bonds.

“Debt Service” shall mean, with respect to each Series of Bonds and with respect to any particular Fiscal Year, the aggregate of the amounts to be paid or set aside (or estimated to be required to be paid or set aside) in the applicable Bond and Interest Redemption Fund in such Fiscal Year for the payment of the principal of, redemption premium, if any, and interest (to the extent not capitalized) on such Series of Bonds; provided that the interest on Variable Rate Indebtedness then Outstanding shall be calculated at the actual average rate of interest on the Variable Rate Indebtedness during the twelve (12) months immediately preceding the date of calculation; provided further, that for purposes of Section 3.3 hereof, interest on Variable Rate Indebtedness then proposed to be issued shall be calculated at the initial interest rate on such Variable Rate Indebtedness as of the date of such calculation.

“Debt Service Reserve Fund” shall mean the respective funds, if any, of that name established pursuant to Section 6.8 of this Ordinance and so designated pursuant to a Supplemental Ordinance.

“Default” or “Event of Default” shall mean any of those defaults specified in and defined by Article X hereof.

“Depreciation Fund” shall mean the fund of that name established pursuant to Section 6.9 of this Ordinance.

“Expenses of Operating and Maintaining the System” shall mean the current expenses, paid or accrued, of operation, maintenance and current repair of the System, and shall include, without limiting the generality of the foregoing, salaries, wages, employee benefits, cost of materials and supplies, cost of routine repairs, renewals, replacements and alterations occurring in the usual course of business, cost of billings and collections, cost of insurance, costs of any audit required by this Ordinance, the premiums for all insurance required with respect to the System, taxes, if any, amounts payable by way of arbitrage rebate. Expenses of Operating and Maintaining the System shall not include the payment of interest on Bonds, any allowance for depreciation or renewals or replacements of capital assets of the System and amounts deemed to be payments in lieu of taxes or other equity transfers.

“Fiscal Year” shall mean the fiscal year for the System as determined by the County, initially being the period from July 1 in any year to and including June 30 in the following year.

“Government Obligations” shall mean any of the following:

(a) non-callable bonds, notes or direct obligations and general obligations of the United States;

(b) non-callable U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series - “SLGS”);

(c) non-callable direct obligations of the U.S. Treasury which have been stripped by the U.S. Treasury;

(d) non-callable obligations issued by any agency or instrumentality of the United States of America which are backed by the full faith and credit of the United States; and

(e) prerefunded municipal bonds which are rated “Aaa” by Moody's or “AAA” by S&P.

“Interest Account” shall mean the account by that name created within each respective Bond and Interest Redemption Fund.

“Interest Payment Date” shall mean the respective interest payment dates for a Series of Bonds as determined by a Supplemental Ordinance.

“Initial Bond” shall mean the first bond issued pursuant to the Ordinance and a Supplemental Ordinance.

“Junior Bonds” shall mean either (a) bonds secured by a pledge of Revenues junior and subordinate in all respects to the pledge securing the Bonds or (b) any other form of indebtedness, including lease purchase obligations secured by sums available in the Revenue Fund after provision has been made for all payments required to be made with respect to the Bonds.

“Maximum Debt Service” shall mean the highest principal and interest requirements (to the extent not capitalized) on the Bonds then Outstanding during any Fiscal Year. With respect to any Series of Variable Rate Bonds, the following methods shall determine the interest rate to be used:

(a) in the case of determining the Reserve Fund Requirement, the interest rate shall be equal to the lesser of (i) the 25-Bond Revenue Index published by *The Bond Buyer* no more than (2) weeks prior to, but in no event after, the issuance of the Series of Bonds to which the Reserve Fund Requirement in question applies, or (ii) the maximum interest rate allowable on such Variable Rate Bonds;

(b) in the case of determining the Maximum Debt Service for purposes of Section 3.3 of this Ordinance, the interest rate shall be equal to the initial interest rate on such Variable Rate Indebtedness for the applicable period.

provided, however, that if the 25-Bond Revenue Index referred to in (a) above is no longer published, any reasonably equivalent nationally recognized index published for the periods in questions may be selected by the County for use in its stead.

“Net Revenues” shall mean the Revenues of the System after deducting the Expenses of Operating and Maintaining the System.

“Operation and Maintenance Fund” shall mean the fund of that name established pursuant to Section 6.6 of this Ordinance.

“Ordinance” shall mean this ordinance as from time to time amended or supplemented by one or more Supplemental Ordinances.

“Outstanding” when used with respect to any Bond shall have the construction given to such word in Article XII hereof; i.e., a Bond shall not be Outstanding if such Bond is not, or would not be, at the time, deemed to be Outstanding by reason of the operation and effect of said Article XII.

“Paying Agent” shall mean for each Series of Bonds the respective paying agent or paying agents appointed pursuant to the proceedings authorizing such Bonds.

“Permitted Investments” shall mean (a) any one or more of the investments now or hereafter permitted by Section 6-5-10, Code of Laws of South Carolina 1976, as amended and in effect from time to time, or any authorization relating to the investment of County funds; and (b) the South Carolina Pooled Investment Fund or similar State-administered pool investment fund.

“Principal Account” shall mean the account by that name created within each respective Bond and Interest Redemption Fund.

“Project” shall mean any work, undertaking or project which the County is or may hereafter be authorized to construct or acquire with the proceeds of any Bonds and which will become a part of the System, including the acquisition of any system which shall be combined with or consolidated into the System pursuant to law.

“Rate Covenant” shall mean the covenant as to fees, rates and other charges described in Section 7.1 hereof.

“Record Date” shall mean with respect to any Series of Bonds the fifteenth (15th) day (whether or not a Business Day) of the calendar month immediately preceding an Interest Payment Date or such other day as may be provided in the Supplemental Ordinance authorizing the issuance of such Series of Bonds.

“Registrar” shall mean for each Series of Bonds the registrar appointed pursuant to the proceedings authorizing such Bonds.

“Reserve Fund Requirement” shall mean, as of the date of calculation, the debt service reserve fund requirement, if any, established pursuant to a Supplemental Ordinance authorizing the issuance of a Series of Bonds.

“Revenue Fund” shall mean the fund of that name established pursuant to Section 6.5 of this Ordinance.

“Revenues” shall mean all receipts, income, revenues, fees and other charges to be levied and collected in connection with, and all other income and receipts of whatever kind or character derived by the County from the operation of the System, including, but not limited to, tap fees, connection charges, impact fees, developer fees, plant capacity fees, interest earnings and other

earnings or investments, as such earnings or investments are computed in accordance with generally accepted accounting practices, but excluding the proceeds of any grants or debt, contributions in aid of construction, gains or losses on extinguishment of debt, fees derived from assessments and extraordinary items, and the receipts, income, revenues, fees and other charges derived from the operation of Special Facilities.

“Series” or “Series of Bonds” or “Bonds of Series” shall mean all Bonds designated as being of the same series issued and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter delivered in lieu thereof or in substitution thereof pursuant to this Ordinance.

“Special Facilities” shall mean any project or undertaking, the revenues and expenses resulting from the operation of which can be segregated from the revenues and expenses of the System and which the County shall designate as such by ordinance of Council.

“Special Facilities Bonds” shall mean any bonds issued in accordance with Section 3.6 hereof.

“State” shall mean the State of South Carolina.

“Supplemental Ordinance” shall mean any ordinance by the County providing for the issuance of Bonds and any ordinance enacted by the Council pursuant to and in compliance with the provisions of Article IX hereof amending or supplementing the provisions of this Ordinance.

“System” shall mean the Hopkins Waterworks System established herein, as the same is now constituted, all properties, real and personal, and matters and things used or useful in the maintenance, operation or functioning thereof, all apparatus and equipment used in connection therewith, and all replacements, enlargements, improvements, extensions, additions, and betterments that may be made thereto, including any Project, and any other public utility system with which the System may hereafter be combined pursuant to ordinance of Council.

“Test Period” shall mean that period defined in Section 3.3 hereof.

“Variable Rate Bonds” shall mean indebtedness in the form of Bonds the interest rate on which is not established at a fixed or constant rate at the time such indebtedness is incurred.

ARTICLE II

FINDINGS AND DETERMINATIONS

Section 2.1. Findings and Determinations. The Council hereby finds and determines:

A. Pursuant to Section 4-9-10, Code of Laws of South Carolina, 1976, as amended (the “Code”), the Council/Administrator form of government was selected and the Council constitutes the governing body of the County.

B. In the exercise of the powers vested in the County by the Constitution and statutes of the State of South Carolina, and in conformity with the provisions thereof, the County, pursuant to the favorable results of a referendum heretofore duly held on November 7, 1978, is authorized and empowered to acquire, construct and operate a waterworks system or systems in any of the unincorporated areas of the County.

C. It is the County’s best interest to create a waterworks system to serve the residents of the Hopkins Area Community in Lower Richland County.

D. The System is administered by as a department of the County.

E. Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, provides that a county or political subdivision may incur indebtedness payable solely from a revenue-producing project which source does not involve revenues from any tax or license.

F. Pursuant to the Act, the County may issue revenue bonds to defray the cost of improvements, enlargements and extensions to the System.

G. The System will be operated on a fiscal year basis, which presently commences on July 1 of each year and ends on June 30 of the following year.

H. By the enactment of the Ordinance, the County intends to provide for the issuance of the revenue bonds at the time and on the terms and conditions set forth in the Ordinance and Supplemental Ordinances hereto.

ARTICLE III

ESTABLISHMENT OF HOPKINS WATERWORKS SYSTEM

- a. Pursuant to the Constitution and statutes of the State of South Carolina, and in conformity with the provisions thereof, the County, pursuant to the favorable results of a referendum heretofore duly held on November 7, 1978, hereby the Hopkins Waterworks System to service the residents of the of the Hopkins Area Community in lower Richland County.
- b. The system is administered as a department of the County

ARTICLE IV

AUTHORIZATION AND ISSUANCE OF BONDS

Section 3.1. Authorization of Bonds. There is hereby authorized to be issued Bonds of the County to be known as “Richland County, South Carolina, Waterworks System Revenue Bonds,” or such other designations as may be provided in the Supplemental Ordinance authorizing such Bonds, which Bonds may be issued pursuant to this Ordinance and in accordance with the terms, conditions and limitations set forth herein, in Series, in such amounts and from time to time as the County may deem to be necessary or advisable for any corporate purpose of the County for which Bonds may be issued under this Ordinance and the Act.

Section 3.2. General Provisions For Issuance of Bonds. (a) The Bonds shall be issued in Series by means of Supplemental Ordinances enacted by the Council in accordance with the provisions of this Article and Article IX hereof. Each Supplemental Ordinance shall designate the Bonds provided for thereby by an appropriate Series designation and by such further particular designations, if any, as the County deems appropriate, and shall, unless or except as is otherwise set forth herein, also specify: (i) the authorized principal amount of such Series of Bonds; (ii) the purpose or purposes for which the Bonds of such Series are being issued, which shall be one or more of the purposes set forth in Sections 3.3 or 3.4 hereof; (iii) if the Bonds of the Series are being issued for a purpose specified in Section 3.3 hereof, the Project for which such Bonds are being issued; (iv) an estimate of the Costs of Acquisition and Construction for any Project to be financed by such Series of Bonds, and, in the event of the acquisition by purchase or condemnation of any facilities already constructed, a determination of what repairs, replacements, additions and betterments will be necessary in order that such facilities may be effective for their purpose and an estimate of the cost required therefor; (v) the date or dates of the Bonds of the Series; (vi) the maturity date or dates of the Bonds of the Series and the sinking fund installment amounts; (vii) the interest rate or rates of the Bonds of such Series, or the manner of determining such rate or rates, the initial Interest Payment Date therefor, and the subsequent Interest Payment Dates; (viii) the denominations of, and manner of numbering and lettering, the Bonds of such Series; (ix) the redemption premium or premiums, if any, or the redemption price or prices to be paid upon the redemption of the Bonds of such Series, the period or periods, if any, during which such premiums or prices shall be payable, and the terms and conditions, if any, of such redemption; (x) the place or places of payment of the Bonds of the Series and interest thereon, and the Paying Agent therefor;

(xi) the provisions for the sale or other disposition of the Bonds of the Series and the use, application and investment, if any, of the proceeds of such sale or other disposition, which use, application and investment shall not be inconsistent or in conflict with the provisions hereof; (xii) whether such Series of Bonds will be subject to a Reserve Fund Requirement and the manner of satisfaction of Reserve Fund Requirement; (xiii) any other provisions which may be required to be inserted therein by other provisions of this Ordinance; and (xiv) any other necessary or desirable provisions not inconsistent or in conflict with the provisions of this Ordinance.

(b) Bonds of a Series may be executed and delivered to the Registrar by the County and authenticated and delivered by the Registrar to the County or, upon its order, upon compliance with Section 3.3 or 3.4 hereof.

Bonds issued upon compliance with this Section and Section 3.3 or Section 3.4 hereof shall be on a parity with respect to the pledge and lien of the Net Revenues of the System inter sese, but not with respect to the particular Bond and Interest Redemption Fund or Debt Service Reserve Fund created for the benefit of the Holders of the Bonds of a Series, notwithstanding, that they may be in different form, and bear different dates, interest rates, number, date of issuance or date of execution. In all such instances, the pledge of Net Revenues made hereunder, and the covenants and remedies hereby granted, shall be applicable and available to the Holders of such Bonds.

(c) The County may, from time to time, issue Bond Anticipation Notes upon compliance with the terms, limitations and conditions herein pertaining to the issuance of Bonds.

Section 3.3. Conditions for the Issuance of Bonds under this Ordinance Other than Refunding Bonds. Anytime and from time to time, one or more Series of Bonds (exclusive of refunding Bonds) may be issued for such purposes as may be permitted by the Act upon compliance with the provisions of Section 3.2 hereof and this Section in such principal amounts as may be determined by the Council for the purpose of paying all or part of the Costs of Acquisition and Construction of one or more Projects authorized to be financed under the Act with Bonds upon the written request of the County and upon compliance with the following conditions:

A. There shall be executed a certificate of the Chairman of County Council or the County Administrator stating (i) either (a) that no Default exists in the payment of the principal of, premium, if any, or interest on any Bonds or Junior Bonds and all mandatory sinking fund redemptions, if any, required to have been made shall have been made, or (b) that the application of the proceeds of sale of the Series of Bonds to be issued as required by the Supplemental Ordinance authorizing their issuance will cure any such Default or permit such redemptions; and (ii) either (a) that to the best of his or her knowledge, the County is not in Default in the performance of any other of its covenants and agreements contained in this Ordinance, or (b) setting forth the circumstances of each such Default known to him or her.

B. If a certificate filed pursuant to part (A) of this Section should disclose a Default or Defaults hereunder, there shall be filed with the County an opinion of Bond Counsel that, in the case of any Default disclosed in a certificate filed pursuant to part (A) of this Section, each such Default does not deprive the Bondholders of the security afforded by this Ordinance in any material aspect.

C. For the issuance of Bonds (other than the Initial Bond anticipated to be issued hereunder) to finance the Cost of Acquisition and Construction, or a portion thereof, of any Project, there shall be delivered a report from an accountant stating that the amount of the Net Revenues of the System for any consecutive twelve (12) month period out of the last twenty-four (24) month period (the "Test Period") is not less than 120% of the Maximum Debt Service for any succeeding Fiscal Year of Bonds then Outstanding and the Bonds then proposed to be issued, provided the amount of Net Revenues for such Test Period may be adjusted by adding the following:

- (i) in case the rates and charges for the services furnished by the System shall have been revised and such revised rates and charges shall have gone into effect prior to the delivery of the Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such rates and charges had been in effect during such Test Period as determined by an Accountant or a Consulting Engineer; and
- (ii) in case an existing waterworks system, existing electric distribution system, or any other public utility system is to be acquired and combined or made a part of the System from the proceeds of the Bonds proposed to be issued, the additional amount of Net Revenues which would have been realized during the Test Period if such existing system or systems to be acquired had been a part of the System during such Test Period (which computation of the additional amount of Net Revenues shall be based upon the method of computing Net Revenues under this Ordinance and approved by an Accountant or a Consulting Engineer).

D. Such Bonds shall be issued to secure funds to defray the Cost of Acquisition and Construction of a Project, including any acquisition or construction of any system which shall be combined with or consolidated into the System pursuant to law; or to refund Junior Bonds, or any notes, bonds, or other obligations but not Bonds issued to finance or to aid in financing the acquisition, construction, improvement, enlargement or repair of the System or another enterprise combined with the System.

E. The Supplemental Ordinance shall provide for a deposit into any Debt Service Reserve Fund established for the Series of Bonds authorized by such Supplemental Ordinance of cash or securities or an insurance policy, surety bond or letter of credit, as provided in Section 6.8 hereof (inclusive of any proceeds of such Series of Bonds to be deposited in the applicable Debt Service Reserve Fund) having an aggregate value not less than the Reserve Fund Requirement, if any, with respect to the applicable Series of Bonds then proposed to be issued.

F. So long as the County is indebted to the United States of America, Rural Development, the County shall not borrow money from any source, enter into any contract or agreement, or incur any other liabilities in connection with making enlargements, improvements, or extensions to, or for any other purpose in connection with, the System (exclusive of normal maintenance) without the prior written consent of Rural Development. This would include the

issuance of any Series of Bonds issued on a parity with the Initial Bond, any Junior Bonds and any Special Facilities Bonds.

Section 3.4. Refunding Bonds. Without complying with the provisions of Section 3.3 hereof except as otherwise provided herein, the County by means of a Supplemental Ordinance enacted in compliance with the provisions of the Act and any other statutory provisions authorizing the issuance of revenue refunding bonds, including advance refunding bonds, may issue hereunder refunding Bonds as follows:

A. Bonds may be issued for the purpose of refunding (including by purchase) at any time within one year prior to maturity or prior to any sinking fund installment due date, the Bonds maturing on such date (or an amount of Bonds subject to redemption from such sinking fund installments not in excess of the amount of Bonds required to be redeemed on such due date) for the payment of which sufficient Revenues are not available. Any Bonds issued for such purpose shall mature (or sinking fund installments therefor shall commence) not earlier than the latest stated maturity of any Bond not then refunded to be Outstanding after such refunding; or

B. Bonds may be issued at any time for the purpose of refunding (including by purchase) Bonds, including amounts to pay principal, redemption premium and interest to the date of redemption (or purchase) of the refunded Bonds and the Costs of Issuance; provided that (i) the aggregate Debt Service on all Bonds to be Outstanding after the issuance of the proposed Series of refunding Bonds shall not be greater than would have been the aggregate Debt Service of all Bonds not then refunded and the Bonds to be refunded; or (ii) the requirements of parts (A), (B), (C) and (E) of Section 3.3 hereof are met with respect to the refunding Series.

Section 3.5. Junior Bonds. The County may at any time issue Junior Bonds in such amount as it may from time to time determine, payable from Net Revenues, provided that such Junior Bonds are issued to secure funds to defray the cost of improving, extending, enlarging, or repairing the System, some part thereof, including the acquisition of any system which may be combined with or consolidated into the System pursuant to law, or to refund Bonds, Junior Bonds, or any notes, bonds, or other obligations issued to finance or to aid in financing the acquisition, construction, or improvement of the System, and provided further that the pledge of Net Revenues securing Junior Bonds shall at all times be subordinate and inferior to the pledge securing the Bonds.

Section 3.6. Special Facilities Bonds. The County shall also have the right to issue, from time to time, Special Facilities Bonds to defray the costs of acquiring or constructing Special Facilities subject to the following conditions:

A. The County shall determine that the receipts, income, revenues and other charges to be levied and collected in connection with the Special Facilities shall be at least equal to: (1) the estimated costs of operating and maintaining such Special Facilities; (2) the principal and interest requirements of the Special Facilities Bonds; (3) the amounts to be deposited in any reserve funds with respect thereto; and (4) any other costs and expenses relating to such Special Facilities.

B. The receipts, income, revenues, fees and other charges derived from the operation of the Special Facilities shall be segregated from the Revenues of the System.

C. The debt service payments and other costs and expenses and reserves related to such Special Facilities shall not be paid from Revenues of the System.

ARTICLE IV

THE BONDS

Section 4.1. Execution. Unless or except as is otherwise set forth in the Supplemental Ordinance providing for the issuance of a Series of Bonds, the Bonds shall be executed on behalf of the County by the Chairman of County Council by his or her manual or facsimile signature and the corporate seal of the County or a facsimile thereof shall be impressed or reproduced thereon and attested by the Clerk to County Council by his or her manual or facsimile signature.

In case any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, as if he had remained in office until delivery.

Section 4.2. Authentication. Upon compliance with the provisions of Section 3.3, 3.4, or 3.5 hereof, as the case may be, and upon the order of the County, the Registrar shall authenticate Bonds authorized to be issued hereunder. Only such Bonds as shall have endorsed thereon a certificate of authentication duly executed manually by the Registrar shall be entitled to any right or benefit under this Ordinance. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Registrar, and such executed certificate of the Registrar upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered. The Registrar's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Registrar, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder or on all of the Bonds of a particular Series.

Section 4.3. Registration and Transfer of Bonds; Persons Treated as Holders. Unless and except as is otherwise set forth in the Supplemental Ordinance providing for the issuance of a Series of Bonds, each Bond shall be fully registered and transferable only upon the Books of Registry of the County, which shall be kept for that purpose at the office of the Registrar by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his duly authorized attorney with such signature guaranteed by a participant in the Securities Transfer Agents in Medallion Program ("STAMP") or similar program. Upon the transfer of any Bond, the County shall issue, subject to the provisions of Section 4.6 hereof, in the name of the transferee, a new Bond or Bonds of the same series and of the same aggregate principal amount, interest rate and maturity as the unpaid principal amount of the surrendered Bond.

Any Bondholder requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the Holder and absolute owner thereof for

all purposes and payment of or on account of the principal, redemption premium, if any, and interest on any Bond shall be made only to or upon the order of the Bondholder thereof, or his duly authorized attorney, and neither the County nor the Registrar, shall be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 4.4. Form of Bonds; Denominations; Medium of Payment. Unless or except as is otherwise provided in the Supplemental Ordinance authorizing their issuance, the Bonds: (a) shall be in fully registered form without coupons, provided, such Bonds may be issued in book-entry form; (b) shall be issued in denominations of \$5,000, or any integral multiple thereof, provided that, upon partial redemption of a Bond requiring surrender thereof and the issuance of a new Bond, such new Bond may be in the denomination of the unredeemed balance; and (c) shall be payable with respect to principal, interest, and premium, if any, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 4.5. Numbers, Date, and Payment Provisions. The Bonds shall be numbered and designated in such manner as the County, with the concurrence of the Registrar, shall determine. Each Bond of a Series shall bear interest from the Interest Payment Date immediately preceding the date of its authentication, unless authentication shall be upon an Interest Payment Date, in which case it shall bear interest from its authentication, or unless authentication shall precede the first Interest Payment Date for such Bond, in which case it shall bear interest as otherwise provided in the Supplemental Ordinance authorizing its issuance, provided, however, that if the date of authentication of any Bond of any Series is after a Record Date and before the corresponding Interest Payment Date therefor, such Bond shall bear interest from such succeeding Interest Payment Date; notwithstanding the foregoing, if at the time of authentication of any Bond any interest on such Bond is in default, such Bond shall bear interest from the date to which interest on such Bond has been paid or if no interest has been paid, such Bond shall bear interest from the date of delivery thereof or from its dated date, or as otherwise provided in the Supplemental Ordinance authorizing the issuance of such Bonds.

Section 4.6. Exchange of Bonds. Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Bondholder or his duly authorized attorney, may, at the option of the Bondholder thereof, and upon payment by such Bondholder of any charges which the Registrar may make as provided in Section 4.7, be exchanged for a principal amount of Bonds of the same Series and maturity of any other authorized denomination equal to the unpaid principal amount of surrendered Bonds.

Section 4.7. Regulations with Respect to Exchanges and Transfer. In all cases in which the privilege of exchanging or transferring Bonds is exercised, the County shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. All Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Registrar. There shall be no charge to the Bondholder for such exchange or transfer of Bonds except that the Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer. Neither the County nor the Registrar shall be required (a) to exchange or transfer Bonds (i) from the Record

Date to the succeeding Interest Payment Date or (ii) for a period of fifteen (15) days following any selection of Bonds to be redeemed or thereafter until after the first publication or mailing of any notice of redemption, or (b) to transfer any Bonds called for redemption.

Section 4.8. Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the Holder, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the Holder thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance or any Supplemental Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder. Neither the County nor the Registrar nor any Paying Agent shall be required to treat both the original Bond and any duplicate Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be issued hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and duplicate Bond shall be treated as one and the same.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

ARTICLE V

REDEMPTION OF BONDS

Section 5.1. Redemption of Bonds. The Bonds of a Series may be subject to redemption prior to their stated maturities upon such terms and conditions and at such dates and redemption price or prices or premium or premiums as shall be set forth in the Supplemental Ordinance providing for the issuance of such Bonds, and upon the further terms and conditions as are hereinafter set forth.

Section 5.2. Selection of Bonds for Redemption. In the event of the redemption at any time of only part of the Bonds of a Series, the Bonds to be redeemed shall be redeemed in such order as is set forth in the Supplemental Ordinance providing for the issuance of such Bonds. Unless otherwise provided by Supplemental Ordinance, if less than all of the Bonds of like maturity of any Series shall be called for prior redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected at random by the Registrar in such manner as the Registrar in its discretion may deem fair and appropriate; provided, however, that the portion of any Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof, and that, in selecting portions of such Bonds for redemption, the Registrar shall treat each such Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000.

Section 5.3. Notice of Redemption. Unless or except as otherwise provided in the Supplemental Ordinance authorizing their issuance, the provisions of this Section 5.3 apply to each Series of Bonds.

In the event any of the Bonds or portions thereof are called for redemption, the Registrar shall give notice, in the name of the County, of redemption of Bonds by first-class mail, postage prepaid, to the registered owner thereof as shown on the Books of Registry of the County and to such securities depositories as the County may designate not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for the redemption thereof. Such notice of redemption shall state: (a) the title of such Bonds to be redeemed, CUSIP numbers, date of issue, the series designation (if any) thereof, the redemption date, the place or places of redemption and the redemption price or redemption premium, if any, payable upon such redemption; (b) if less than all such Bonds of a particular Series are to be redeemed, the distinctive number of such Bonds to be redeemed; (c) that the interest on such Bonds designated for redemption in such notice shall cease to accrue from and after such redemption date; and (d) that on such date there will become due and payable on each such Bond the principal amount thereof to be redeemed at the then applicable redemption price or redemption premium, if any, and the interest accrued on such principal amount to the redemption date. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, when mailed, whether or not the registered owner thereof receives the notice.

Section 5.4. Partial Redemption of Bond. In the event that only part of the principal sum of a Bond shall be called for redemption or prepaid, payment of the amount to be redeemed or prepaid shall be made only upon surrender of such Bond to the Registrar. Upon surrender of such Bond, the County shall execute and the Registrar shall authenticate and deliver to the Holder thereof, at the principal office of the Registrar, or send to such Holder by registered mail at his request, risk and expense, a new fully executed Bond or Bonds, of authorized principal sums equal in aggregate principal amount to, and of the same Series, maturity and interest rate as, the unredeemed portion of the Bond surrendered.

Section 5.5. Effect of Redemption. If a Bond is subject by its terms to redemption prior to its stated maturity and has been duly called for redemption and notice of the redemption thereof has been duly given as hereinbefore provided and if moneys for the payment of such Bond at the then applicable redemption price or together with the then applicable redemption premium, if any, and the interest to accrue to the redemption date on such Bond are held for the purpose of such

payment by the Custodian/Trustee for the series of Bonds of which such Bond is one, then such Bond so called for redemption shall, on the redemption date designated in such notice, become due and payable, and interest on the Bond so called for redemption shall cease to accrue.

Section 5.6. Cancellation. All Bonds which have been redeemed shall be canceled and either maintained or destroyed by the Registrar and shall not be reissued. A counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Registrar to the County upon the request of the County.

Section 5.7. Defeasance. So long as the Federal Government or any agency thereof is the registered owner of Initial Bond, the County shall not issue any Bonds or other obligations for the purpose of defeasing or otherwise terminating the lien on the Bonds without immediately prepaying all of the Initial Bond held by the Federal Government then outstanding.

ARTICLE VI

ESTABLISHMENT OF FUNDS; SECURITY FOR AND PAYMENT OF THE BONDS; INVESTMENT OF MONEYS

Section 6.1. Listing of Funds and Accounts. The following are the funds created and established by this Ordinance:

- (i) Revenue Fund to be held by a bank or other financial institution designated from time to time by the County.
- (ii) Operation and Maintenance Fund to be held by a bank or other financial institution designated from time to time by the County.
- (iii) Bond and Interest Redemption Fund for each Series of Bonds to be held by the Custodian/Trustee, including an Interest Account and Principal Account.
- (iv) Debt Service Reserve Fund, if any, for each Series of Bonds to be held by the Custodian/Trustee.
- (v) Depreciation Fund and Contingent Fund to be held by a bank or other financial institution designated from time to time by the County.
- (vi) Construction Fund, if applicable, for each Series of Bonds to be held by a Custodian designated by the County.

One or more accounts may, by direction of the County or by the terms of a Supplemental Ordinance, be established within any of the above funds. It is intended by this Ordinance that the funds referred to in this Article (other than a Construction Fund) shall remain in existence for so long a time as any sum remains due and payable by way of principal of and interest on the Bonds,

and that deposits and withdrawals therefrom be made in the manner herein prescribed and in the order of priority hereinafter set forth in Section 6.2 hereof.

Section 6.2. Disposition of Revenues. So long as any Bonds are Outstanding, the Revenues of the System shall be applied at the times, in the amounts and for the purposes as provided or permitted by this Ordinance, and in the following order of priority.

First, provision shall be made for the payment of Expenses of Operating and Maintaining the System;

Second, there shall be transferred into the respective Bond and Interest Redemption Funds, the amounts required by this Ordinance or any Supplemental Ordinance;

Third, there shall be transferred into the respective Debt Service Reserve Funds, the amounts (including any payments required under the terms of any surety bond, insurance policy or letter of credit applicable thereto) required by this Ordinance or any Supplemental Ordinance;

Fourth, provisions shall be made for the payment of any Junior Bonds;

Fifth, there shall be deposited into the Depreciation Fund the amount determined by the provisions of this Ordinance; and

Sixth, there shall be deposited into the Contingent Fund the amount determined by the provisions of this Ordinance.

Any surplus Revenues thereafter remaining after the foregoing deposits have been made shall be disposed of as the County shall determine from time to time to be for the best interest of the System.

Section 6.3. Security for and Payment of the Bonds. The Bonds, together with the interest thereon, shall be payable solely from and secured equally and ratably by a lien upon the Net Revenues of the System; provided, however, that all funds and accounts held by the Custodian/Trustee in the respective Bond and Interest Redemption Funds and Debt Service Reserve Funds established to secure a particular Series of Bonds are hereby pledged for the benefit only of the respective Bondholders as security for the Bonds of the Series to which such Funds relate. The Revenues shall be and hereby are irrevocably pledged to the payment of the principal of and interest on the Bonds. This provision of this Section 6.3 shall not preclude the issuance of Junior Bonds, if such Junior Bonds be issued in conformity with the provisions of Article 3.5 hereof, but the pledge herein made shall preclude the issuance of bonds payable from or secured by a pledge or lien on Net Revenues superior to that herein made to secure the Bonds.

The Bonds do not constitute an indebtedness of the County within any State Constitutional provisions (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing obligations payable solely from special sources not involving revenues from any tax or license) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. The full faith, credit

and taxing powers of the County are not pledged to the payment of the principal of and interest on the Bonds.

The covenants and agreements herein set forth to be performed by the County shall be for the equal and proportionate benefit, security and protection of all Holders of the Bonds without preference, priority or distinction as to payment or security or otherwise (except as to maturity) of any of the Bonds for any reason or cause whatsoever, except as expressly provided herein or in the Bonds, and, except as aforesaid, all Bonds shall rank pari passu and shall be secured equally and ratably hereunder without discrimination or preference whatsoever.

Section 6.4. Accounting Methods. The designation of the Revenue Fund, the Operation and Maintenance Fund, the Depreciation Fund and the Contingent Fund in and by this Ordinance shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of the Revenues and assets of the System for certain purposes and to establish certain priorities for application of such Revenues and assets as herein provided.

The cash required to be accounted for in each of the foregoing funds established herein may be deposited in a single bank account, into which only Revenues shall be deposited, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash in and deposit therein for the various purposes of such funds as provided herein.

Section 6.5. Revenue Fund. There is hereby established a Revenue Fund to be maintained by the County and into which shall be deposited all Revenues. Moneys in the Revenue Fund shall be made use of only in the manner specified in this Article VI and in the order of priority according to Section 6.2 hereof. So long as the County maintains proper accounting records for receipts and disbursements for the Revenue Fund, the Operation and Maintenance Fund may be maintained as part of the Revenue Fund.

Section 6.6. Operation and Maintenance Fund. There is hereby established an Operation and Maintenance Fund to be maintained by the County in order to provide for the payment of all Expenses of Operating and Maintaining the System. So long as any of the Bonds remain Outstanding and unpaid, adequate provision shall be made by the County for the Expenses of Operating and Maintaining the System by depositing on or before the 15th day of the month following the month in which Bonds are delivered to the initial purchasers thereof, and not later than the 15th day of each month thereafter, in the Operation and Maintenance Fund from the Revenues of the System, an amount equal to the estimated Expenses of Operating and Maintaining the System for the next ensuing month in accordance with the Annual Budget.

Section 6.7. Bond and Interest Redemption Fund. There shall be established and maintained special funds of the County to be designated the Bond and Interest Redemption Fund for each Series of Bonds then Outstanding which shall be kept on deposit with the Custodian/Trustee, and withdrawals therefrom shall be made for the purposes provided in this Ordinance. Each Bond and Interest Redemption Fund shall bear a separate series designation as may be necessary to distinguish such Bond and Interest Redemption Fund.

The respective Bond and Interest Redemption Funds are intended to provide for the payment of the principal of, redemption premium, if any, and interest on each Series of Bonds as the same respectively fall due. Payments into such Funds shall be made in the manner prescribed by this Ordinance and all moneys in the respective Bond and Interest Redemption Funds shall be used solely to pay the principal of, redemption premium, if any, and interest on the respective Series of Bonds, and for no other purpose, and withdrawals therefrom shall be made only to effect payment of the principal of, redemption premium, if any, and interest on the respective Series of Bonds. Earnings on investments in the Bond and Interest Redemption Fund, including the accounts therein, shall be added to and become a part of such respective Funds and the accounts therein.

There may be established in the respective Bond and Interest Redemption Funds from time to time a capitalized interest account to provide for the payment of interest on the Bonds of a particular Series as may be permitted hereunder. Any such account shall be created by a Supplemental Ordinance relating to the issuance of the Bonds of such Series. Any earnings from the investment of funds in the capitalized interest account not required to pay interest on the Bonds of any Series during the period for which interest on the Bonds of such Series is capitalized shall be paid over to the County for deposit in the Construction Fund created by the Supplemental Ordinance relating to such Bonds or, if such Construction Fund has been terminated or no such fund was created, such earnings shall be retained in the appropriate Bond and Interest Redemption Fund.

Unless and except as is otherwise set forth in the Supplemental Ordinance, not later than the 15th day of the month following the month in which each Series of Bonds are delivered to the initial purchasers thereof, and not later than the 15th day of each month thereafter, the County shall transfer or cause to be transferred to the Custodian/Trustee for deposit into the respective Bond and Interest Redemption Funds from the moneys in the Revenue Fund, the amounts hereinafter set forth.

(a) There shall be established and maintained, for the purpose of paying the interest on the respective Series of Bonds as the same becomes due and payable, an Interest Account in the respective Bond and Interest Redemption Funds. Unless and except as is otherwise set forth in the Supplemental Ordinance, not later than the 15th day of the month following the month in which each respective Series of Bonds is delivered to the initial purchasers thereof, and not later than the 15th day of each month thereafter, the County shall transfer or cause to be transferred to the Custodian/Trustee for deposit into the respective Bond and Interest Redemption Funds for credit to the Interest Account an amount (until the moneys on deposit therein equal the amount needed) such that, if the same amount is credited to the Interest Account not later than the 15th day of each calendar month preceding the next date upon which an installment of interest falls due on the respective Series of Bonds, the aggregate of the amounts so paid and credited to the Interest Account would on such date be equal to the installment of interest then falling due on the respective Series of Bonds then Outstanding. In making any of the deposits to the Interest Account required by this paragraph (a), consideration shall be given to and allowance made for accrued interest received upon delivery of each Series of Bonds to the initial purchasers and for any other credits (including any interest earnings therein) otherwise made to such Account.

(b) There shall be established and maintained, for the purpose of paying the principal of the Bonds as they mature, whether at maturity or by mandatory sinking fund

redemption, a Principal Account in the respective Bond and Interest Redemption Funds. Unless and except as is otherwise set forth in the Supplemental Ordinance, not later than the 15th day of the twelfth month prior to each date upon which an installment of principal of a respective Series of Bonds falls due or mandatory sinking fund redemption date, and on or before the 15th day of each calendar month thereafter, the County shall transfer or cause to be transferred to the Custodian/Trustee for deposit into the respective Bond and Interest Redemption Funds to the credit of the Principal Account an amount (until the moneys on deposit therein equal the amount needed) such that, if the same amount were credited to the Principal Account on or before the 15th day of each succeeding month thereafter and prior to the next date upon which an installment of principal falls due on the respective Series of Bonds or mandatory sinking fund redemption date, the aggregate of the amounts so paid and credited to the Principal Account would on such date be equal to the installment of principal or mandatory sinking fund redemption payment on the respective Series of Bonds then falling due. In making any of the deposits to the Principal Account required by this paragraph (b), consideration shall be given to and allowance made for any other credits (including any interest earnings therein) otherwise made to such Account.

(c) If, on the dates when the payments required by paragraphs (a) and (b) of this Section are to be made, the aggregate of (i) the payments required by said paragraphs (a) and (b); (ii) previous monthly payments made by the County; and (iii) the remaining payments to be made prior to the succeeding date on which principal or interest, or both, as the case may be, will be due and payable, will be less than the sum required to effect the payment of the succeeding installment of principal or interest, or both, as the case may be, moneys in the applicable Debt Service Reserve Fund shall be added to the payment to be made pursuant to said paragraphs (a) and (b).

Moneys in the respective Bond and Interest Redemption Funds shall be used and applied solely to the payment of the interest on and the retirement of the principal of and redemption premium, if any, on the respective Series of Bonds and shall be used and applied in accordance with the provisions of this Section and this Ordinance. The moneys paid into the respective Bond and Interest Redemption Fund shall be held by the Custodian/Trustee in trust solely for the purpose of paying the interest on and the retirement of the principal of and redemption premium, if any, on the respective Series of Bonds and withdrawals from such Funds shall be made by the Custodian/Trustee in order to transfer such moneys to the Paying Agent for the respective Series of Bonds. Such withdrawals shall be made so that the necessary moneys shall be available to the Paying Agent not later than one (1) Business Day prior to the day on which principal or interest or both, and redemption premium, if any, as the case may be, are payable on the Bonds.

Section 6.8. Debt Service Reserve Fund. A Supplemental Ordinance may provide for the establishment of a Debt Service Reserve Fund for any Series of Bonds. Each Debt Service Reserve Fund shall bear a separate Series designation as may be necessary to distinguish such Debt Service Reserve Fund and shall, subject to certain provisions of this Ordinance, be maintained in an amount equal to the applicable Reserve Fund Requirement, as determined pursuant to a Supplemental Ordinance so long as the applicable Series of Bonds shall be Outstanding. Each such Fund is intended to insure the timely payment of the principal of and interest on the applicable Series of Bonds and to provide for the redemption of such Series of Bonds prior to their stated maturities. The respective Debt Service Reserve Funds shall be kept on deposit with the Custodian/Trustee, and withdrawals therefrom shall be made for the purposes provided in this Ordinance.

Moneys in each Debt Service Reserve Fund shall be used for the following purposes, and for no other:

(a) To prevent a Default in the payment of the principal of or interest on the applicable Series of Bonds, by reason of the fact that moneys in the applicable Bond and Interest Redemption Fund are insufficient for such purposes;

(b) To pay the principal of, interest on, and redemption premium, if any, of the applicable Series of Bonds in the event that all Outstanding Bonds of such Series be redeemed as a whole;

(c) To effect partial redemption of the applicable Series of Bonds, provided that such redemption be undertaken in accordance with the provisions of this Ordinance permitting a partial redemption of the applicable Series of Bonds and the balance remaining in the applicable Debt Service Reserve Fund following such partial redemption shall not be less than the Reserve Fund Requirement;

(d) To effect the retirement of a Series of Bonds through purchase under the conditions herein prescribed.

Whenever the market value (determined as of the valuation date specified in Section 6.13 hereof) of the cash and securities in the applicable Debt Service Reserve Fund shall exceed the Reserve Fund Requirement, such excess may be used at the direction of the County either (i) to repurchase and retire the applicable Series of Bonds at prices not exceeding the call price first to become available or then prevailing or (ii) to transfer to the Revenue Fund or, at the option of the County, to the Construction Fund during the period of construction or acquisition of a Project. Purchases of Bonds shall be effected by the County through the Registrar, and whenever Bonds shall have been purchased pursuant to this authorization, it shall be the duty of the Registrar to cancel and destroy such Bonds and to deliver certificates evidencing such act to the County.

Whenever the aggregate value of cash and securities in any Debt Service Reserve Fund shall be less than the applicable Reserve Fund Requirement as a result of a withdrawal of funds therefrom, there shall be deposited in the applicable Debt Service Reserve Fund over the next succeeding twelve (12) months, successive equal monthly installments of the amount necessary to reestablish in the applicable Debt Service Reserve Fund its respective Reserve Fund Requirement.

In lieu of the deposit of moneys into the Debt Service Reserve Fund established with respect to any Series of Bonds to meet the Reserve Fund Requirement with respect to that Series, the County may cause to be credited a surety bond or an insurance policy payable to, or a letter of credit in favor of, the Custodian/Trustee for the benefit of the Holders of the Bonds meeting the standard set forth in the Supplemental Ordinance authorizing that Series of Bonds. The amount of moneys required to be deposited to the Debt Service Reserve Fund shall be reduced by the amount of the surety bond, insurance policy, or letter of credit. The surety bond, insurance policy, or letter of credit shall be payable (upon the giving of notice as required thereunder) on any Interest Payment Date on which moneys will be required to be withdrawn from the Debt Service Reserve Fund and

applied to the payment of the principal of or interest on any Bonds of that Series but only to the extent that withdrawals cannot be made by amounts then credited to the Debt Service Reserve Fund.

If the County obtains a surety bond, insurance policy or letter of credit in substitution for moneys deposited to the applicable Debt Service Reserve Fund as may be permitted under the applicable Supplemental Ordinance, excess moneys in the respective Debt Service Reserve Funds shall be transferred to the applicable Construction Fund, or if one does not exist, be deposited as the County deems advisable.

Section 6.9. Depreciation Fund. There is hereby established a Depreciation Fund.

On or before the 15th day of the month following the month in which Bonds are delivered to the initial purchasers thereof, and on or before the 15th day of each and every month thereafter, the County shall deposit into the Depreciation Fund 1/12th of the amount determined in the Annual Budget prepared for the System. Moneys in the Depreciation Fund shall be used to build up a reserve for the depreciation of the System and used for the purpose of restoring depreciated or obsolete items of the System. Moneys in these funds shall be used solely for such purposes, but shall be transferred to the applicable Bond and Interest Redemption Fund whenever necessary in order to prevent a default in the payment of principal or interest when due on any Bonds.

Moneys in the Depreciation Fund shall be held by a bank or other financial institution designated by the County or its designee, and withdrawals from the Depreciation Fund shall be made by or on order of the County.

Section 6.10. Contingent Fund. There is hereby established a Contingent Fund.

On or before the 15th day of the month following the month in which Bonds are delivered to the initial purchasers thereof, and on or before the 15th day of each and every month thereafter, the County shall deposit into the Contingent Fund 1/12th of the amount determined in the Annual Budget prepared for the System. Moneys in the Contingent Fund shall be used to build up a reasonable reserve for improvements, betterments, and extensions to the System, other than those necessary to maintain the System in good repair and working order. Moneys in these funds shall be used solely for such purposes, but shall be transferred to the applicable Bond and Interest Redemption Fund whenever necessary in order to prevent a default in the payment of principal or interest when due on any Bonds.

Moneys in the Contingent Fund shall be held by a bank or other financial institution designated by the County or its designee, and withdrawals from the Contingent Fund shall be made by or on order of the County.

Section 6.11. Application of Remaining Revenues. After making payment for the Expenses of Operating and Maintaining the System; and after making payments on the Bonds; and after making the required deposits and payments, if any, to the applicable Debt Service Reserve Fund; and after providing for the payment of Junior Bonds; and after making the deposits to the Depreciation Fund and the Contingent Fund, the Revenues of the System shall then be used to meet any other obligations of the County, which are or which shall become charges, liens or

encumbrances upon the Revenues of the System; and then disposed of by the County as it may determine from time to time to be for the best interest of the System.

Section 6.12. Establishment of Construction Fund. There shall be established with the Custodian a Construction Fund with respect to each Series of Bonds (other than for Bonds issued pursuant to Section 3.4 hereof, if applicable) in the Supplemental Ordinance providing for their issuance, the moneys in which shall be used to defray the cost of the Project and to pay any Costs of Acquisition and Construction with respect to the facilities so financed. On the occasion of the delivery of any Series of Bonds, the proceeds therefrom shall be paid into the Construction Fund established for such Series as set forth in a Supplemental Ordinance authorizing their issue. Withdrawals from the Construction Fund shall not be made except as provided in the Supplemental Ordinance establishing such Construction Fund.

Section 6.13. Investment of Funds. Moneys held for the credit of the respective Bond and Interest Redemption Funds shall be invested, to the fullest extent practicable and reasonable, in Permitted Investments which shall mature prior to the respective dates when the moneys held for the credit of such Fund will be required for the purpose intended. Moneys in any other funds established by this Ordinance shall be invested, to the fullest extent practicable, in Permitted Investments, maturing at such times and in such amounts as shall be required to provide moneys to make the payments required to be made from such funds. Investment instructions shall be given from time to time in writing by an authorized officer of the County to the Custodian/Trustee.

The Custodian/Trustee and the Custodian or other depository shall value on an annual basis Permitted Investments in the various funds established by this Ordinance and forward such valuation to the County. Until changed pursuant to written instructions from the County, such evaluation shall be made on June 30 of each year. If as a result of such evaluation, there is a shortage in the amount or amounts to be deposited in such fund or funds, the County shall replenish such funds to the required levels within 120 days of such shortage.

The value of Permitted Investments (except investment agreements) shall be determined by the Custodian/Trustee or the Custodian or other depository at the market value thereof, exclusive of accrued interest, provided, however, Permitted Investments in any Debt Service Reserve Fund shall be valued at cost if the maturity thereof is one year or less and shall be valued at market value and marked to market annually if the maturity thereof is longer than one (1) year.

Except as otherwise provided herein, all interest earnings when realized shall be deposited or transferred to the Revenue Fund. Expenses of purchase, safekeeping, sale and redemption and all other expenses attributable to such investments shall be operating expenses of the System.

ARTICLE VII

COVENANTS

Section 7.1. Rates and Charges. The County covenants and agrees to operate the System in an efficient and economical manner and establish, levy, maintain, revise and collect such fees, rates and other charges for the use of the services and facilities furnished by the System as may be necessary or proper, which fees, rates, and other charges, together with other available moneys, shall at all times be at least sufficient after making due and reasonable allowances for contingencies and for a margin of error in estimates to provide an amount equal to (a) one hundred percent (100%) of the amounts required to be deposited into the Operation and Maintenance Fund for the then current Fiscal Year; (b) one hundred twenty percent (120%) of the amounts required to be deposited into each Bond and Interest Redemption Fund for the then current Fiscal Year; (c) one hundred percent (100%) of the amounts required to be deposited into each Debt Service Reserve Fund for the then current Fiscal Year; (d) one hundred percent (100%) of the amounts required to be deposited into the Depreciation Fund for the then current Fiscal Year; (e) one hundred percent (100%) of the amounts required to be deposited into the Contingent Fund for the then current Fiscal Year; and (f) one hundred percent (100%) of the amounts required to provide for payment of any Junior Bonds for the then current Fiscal Year; and (g) the amounts necessary to comply in all respects with the terms of this Ordinance or any other contract or agreement with the Holder of a Bond (such obligation hereafter referred to as the "Rate Covenant").

Section 7.2. Statutory Lien. There is hereby created and established in accordance with Section 6-21-330 of the South Carolina Code of Laws 1976, as amended, a statutory lien upon the System in favor of the Holders from time to time of the Bonds. The System shall remain subject to such statutory lien until payment in full of the principal of and interest on the Bonds.

Section 7.3. To Pay Principal, Premium, and Interest on the Bonds. The County covenants and agrees to punctually pay, or cause to be paid, out of the Net Revenues pledged to such payment in Article VI hereof, the principal of, redemption premium, if any, and the interest on each and every Bond issued under the provisions of this Ordinance, at the place, on the dates and in the manner provided herein.

Section 7.4. Operation of System. The County covenants and agrees it shall at all times operate the System properly and in an efficient and economical manner and will maintain, preserve and keep the same with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make all necessary and proper repairs and replacements so that at all times the operation of the System may be properly and advantageously conducted.

Section 7.5. Records, Accounts and Audits. The County covenants and agrees to keep proper books of records and accounts (separate from all other records and accounts), in which complete and correct entries shall be made of all transactions relating to the System. A complete financial statement of the System shall be prepared in accordance with generally accepted accounting principles by an Accountant within such time limit as may established in a Supplemental Ordinance authorizing a Series of Bonds. As long as the County is indebted to the United States of America, acting through Rural Development, the County covenants to comply with reporting requirements of Rural Development, as set forth in a Supplemental Ordinance authorizing the issuance of a Series of Bonds. The County will cause to be furnished to the Custodian/Trustee and any Holder of any of the Bonds who makes written request therefor a copy of such statement. Such records shall be kept in accordance with the standards from time to time prescribed by the Governmental Accounting Standards Association or its successor. The County will cause to be furnished to any Holder of any of the Bonds, who make written request therefor, copies of financial statements certified by an Accountant. The County shall deliver to the Custodian/Trustee, annually, within sixty (60) days after the close of each Fiscal Year, a certificate demonstrating compliance with the Rate Covenant.

Section 7.6. Sale, Lease or Other Encumbrances. Other than the Bonds, Junior Bonds, Special Facilities Bonds, or obligations authorized or permitted hereby, the County covenants and agrees not to issue any bonds, notes, certificates or other obligations or evidences of indebtedness secured by a pledge of the Net Revenues. The County further covenants and agrees that it will not create or cause to be created any lien or charge on the Revenues other than the liens and charges created or permitted to be created hereby, and no part of the System will be sold, mortgaged, leased or otherwise disposed of or encumbered; provided, however, the County may from time to time permanently abandon the use of, sell, trade or lease any property forming a part of the System, which the County determines is no longer necessary or useful or profitable in the operation of the System, or necessary to produce or maintain the Revenues thereof, or which is to be or has been replaced by other property so as not to impair the operation of the System. Any moneys received upon a sale hereunder shall be considered Revenues.

Section 7.7. Insurance. The County covenants and agrees to make provision to maintain adequate insurance on the works, plants, facilities and properties comprising the System against the risks, accidents or casualties, of the kinds and in at least the amounts which are usually and customarily carried on similar plants, properties and systems which are owned and operated by a public or municipal corporation, including without limiting the generality of the foregoing, fire, extended coverage, general liability and workmen's compensation, and also all additional insurance covering such risks as may be deemed necessary or desirable by the County or recommended by a competent independent engineer or other advisor employed for the purpose of making such recommendations. The Custodian/Trustee shall not be responsible for maintaining such insurance policies or copies thereof.

Section 7.8. No Free Service. The County covenants and agrees that no free service will be furnished by the System to the County or to any agency, instrumentality or person. The reasonable costs and value of any services of the System rendered to the County through the operation of the System shall be charged against the County and shall be paid as the service accrues from the current funds and such funds, when so paid, shall be accounted for in the same manner as other Revenues of the System.

Section 7.9. Annual Budget. Prior to the beginning of each Fiscal Year, the County covenants and agrees to prepare an annual budget for the ensuing Fiscal Year which shall set forth in reasonable detail the estimated Revenues and Operation and Maintenance Expenses, debt service requirements, payments to the Depreciation Fund and Contingent Fund and other expenditures of the System for such Fiscal Year. Following the end of each fiscal quarter and at such other times as the County shall determine, the County shall review its estimates set forth in the annual budget for such Fiscal Year, and in the event such estimates do not substantially correspond with actual Revenues, operation and maintenance expenses or other requirements, or if there are at any time during any such Fiscal Year extraordinary receipts or payments of unusual costs, the County may prepare an amended annual budget for the remainder of such Fiscal Year. The County also may at any time adopt an amended annual budget for the remainder of the then current Fiscal Year.

ARTICLE VIII

CUSTODIAN/TRUSTEE; CUSTODIANS

Section 8.1. Custodian/Trustee. Prior to the delivery of the initial Series of Bonds, the County shall designate a Custodian/Trustee in the Supplemental Ordinance and the Custodian/Trustee shall signify its acceptance of the powers, duties and obligations conferred and imposed upon it by this Ordinance by executing and delivering to the County a written instrument of acceptance.

The Custodian/Trustee shall (a) prior to the occurrence of an Event of Default as set forth in Article X hereof which the Custodian/Trustee has or is deemed to have notice hereunder and after the curing of all Events of Default which may have occurred, perform such duties and obligations, and only such duties and obligations, as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Custodian/Trustee, and (b) during the existence of any Event of Default which the Custodian/Trustee has or is deemed to have notice hereunder (which has not been cured or waived) exercise the rights and powers vested in it by this Ordinance and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

No provisions of this Ordinance shall be construed to relieve the Custodian/Trustee from liability for its own negligence, intentionally wrongful action or failure to act.

At all times, (1) the Custodian/Trustee shall not be liable for any error of judgment made in good faith by an officer or employee of the Custodian/Trustee unless it shall be provided that the Custodian/Trustee was negligent in ascertaining the pertinent facts; (2) the Custodian/Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority (or such lesser percentage as is specifically required or permitted by this Ordinance) in the aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting a proceeding for any remedy available to the Custodian/Trustee, or exercising any trust or power conferred upon the Custodian/Trustee under this Ordinance; (3) in the administration of the trusts of this Ordinance, the Custodian/Trustee may execute any of the trusts or powers hereof directly or through its agents or attorneys. The Custodian/Trustee may consult with counsel and the opinion or

advice of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

The Custodian/Trustee may conclusively rely upon the authenticity of, and the truth of the statements and the correctness of the opinions expressed in, and shall be protected in acting upon any note, resolution, request, consent order, certificate, report, opinion, note, or other paper or document furnished to it pursuant to any provision of this Ordinance, believed by it to be genuine and to have been signed and presented by the proper party. The Custodian/Trustee is not required to make any inquiry or investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, bond, debenture or other paper or document but the Custodian/Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit and, if the Custodian/Trustee determines to make such further inquiry or investigation, it is entitled to examine the books, records and premises of the County, in person or by agent or attorney.

The Custodian/Trustee shall not be required to take notice or be deemed to have notice or actual knowledge of any event of default specified in Article X hereof other than a payment default described in subparagraphs A or B of Section 10.1 unless the Custodian/Trustee shall receive from the County or the Holder of any Bond written notice stating that an Event of Default hereunder has occurred and specifying the same, and, in the absence of such notice, the Custodian/Trustee may conclusively assume that there is no such Event of Default.

The Custodian/Trustee shall be entitled to payment of and reimbursement by the County for reasonable fees and expenses for its services rendered hereunder and all advances and counsel fees and expenses reasonably and necessarily made or incurred by the Custodian/Trustee in connection with such services.

The Custodian/Trustee shall not, in any event, be required to take, defend, or appear in any legal action or proceeding hereunder or to exercise any of the trusts or powers hereof unless it shall first be adequately indemnified to its satisfaction as to terms, coverage, duration, amount and otherwise against the costs, expenses, and liabilities which may be incurred thereby. Every provision of this Ordinance relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions hereof.

The Custodian/Trustee may execute any of its trusts or powers or perform any duties under this Ordinance either directly or by or through agents or attorneys, and may in all cases pay, subject to reimbursement from the County, such reasonable compensation as it deems proper to all such agents and attorneys reasonably employed or retained by it, and the Custodian/Trustee shall not be responsible for any misconduct or negligence of any agent or attorney appointed with due care by it.

The Custodian/Trustee is not required to give any bond or surety with respect to the performance of its duties or the Custodian/Trustee shall not be responsible for any misconduct or negligence of any agent or attorney appointed with due care by it.

The Custodian/Trustee is not required to give any bond or surety with respect to the performance of its duties or the exercise of its powers under this Ordinance.

The Custodian/Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Ordinance shall extend to the Custodian/Trustee's officers, directors, agents, attorneys, and employees. Such immunities and protections and right to indemnification, together with the Custodian/Trustee's right to compensation, shall survive the Custodian/Trustee's resignation or removal, the discharge of this Ordinance, and the final payment of all Bonds issued hereunder.

The permissive right of the Custodian/Trustee to take the actions permitted by this Ordinance shall not be construed as an obligation or duty to do so.

Whether or not expressly so provided, every provision of this Ordinance relating to the conduct or affecting the liability of or affording protection to the Custodian/Trustee is subject to the provisions of this Section.

Section 8.2. Resignation of Custodian/Trustee. The Custodian/Trustee may resign at any time and be discharged of its duties and obligations hereunder by giving 30 days' written notice to the County and to the Holders of the Bonds by first class mail, postage prepaid, of such resignation. No resignation will become effective until a successor Custodian/Trustee has been appointed and accepts such appointment as provided below. Upon receiving notice of resignation, the County shall promptly appoint such successor Custodian/Trustee by an instrument in writing executed by order of its Council. In the event a successor Custodian/Trustee has not been appointed within 60 days of the date notice of resignation is given, the Custodian/Trustee at the County's expense, may apply to any court of competent jurisdiction for the appointment of a successor Custodian/Trustee to act until such time as a successor is appointed as provided in this Section.

Unless otherwise ordered by a court or regulatory body having competent jurisdiction, or unless required by law, any successor Custodian/Trustee shall, if there is such an institution willing, qualified and able to accept the trust upon reasonable or customary terms, be a bank, bank holding company or trust company or wholly-owned subsidiary of a bank holding company or trust company in good standing, qualified to act hereunder, and having a capital and earned surplus of not less than \$25,000,000.

Any successor Custodian/Trustee appointed as provided in this section, shall execute, acknowledge and deliver to the County and its predecessor Custodian/Trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor Custodian/Trustee shall become effective, the predecessor Custodian/Trustee shall immediately be discharged and released from all duties and obligations hereunder and such successor Custodian/Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor of the trust hereunder. Upon the request of any such successor Custodian/Trustee, the County shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Custodian/Trustee all such rights, powers and duties. Upon acceptance of appointment by a successor Custodian/Trustee, the County shall notify the registered owner of each Bond then Outstanding by first-class mail, postage prepaid.

The predecessor Custodian/Trustee shall execute any and all documents necessary or appropriate to convey all interest it may have to the successor Custodian/Trustee. The predecessor Custodian/Trustee shall promptly transfer all funds to the successor Custodian/Trustee and deliver all records relating to the trust or copies thereof and communicate all material information it may have obtained concerning the trust to the successor Custodian/Trustee.

Any corporation or association into which the Custodian/Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger, or any corporation or association succeeding to the business of the Custodian/Trustee, shall be the successor of the Custodian/Trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto.

Each, every and all funds and accounts held by the Trustee shall be impressed with a trust for the benefit of the Holders of the Bonds, under the provisions of this Ordinance and of the Act.

Section 8.3. Removal of Custodian/Trustee. Upon 30 days' written notice, the County, with the consent and approval of the Holders of not less than 50% of the Bonds then Outstanding, provided that an Event of Default shall not have occurred and be continuing, may remove the Custodian/Trustee. The removal of the Custodian/Trustee under this Section 8.3 shall not be effective until a successor Custodian/Trustee has been appointed and has accepted the duties of Custodian/Trustee.

The Holders of a majority in aggregate principal amount of the Bonds at the time outstanding may, upon 30 days' written notice to the Custodian/Trustee and the County, remove the Custodian/Trustee and appoint a successor Custodian/Trustee by instrument or instruments in writing signed by such Holders of the Bonds.

Section 8.4. Custodians. The Construction Fund shall be held by a bank, a trust company, a national banking association or a national association as Custodian under this Ordinance or a Supplemental Ordinance.

Section 8.5. Duties and Obligations of Custodian/Trustee and Custodians. The recitals of fact made in this Ordinance and in the Bonds shall be taken as statements of the County, and neither the Custodian/Trustee nor Custodian shall be deemed to have made any representations whatsoever as to the correctness of the same or as to the validity or sufficiency of this Ordinance or of the Bonds issued hereunder. Nor shall the Custodian/Trustee or any Custodian be under any responsibility or duty with respect to the issuance of the Bonds or the application of the proceeds thereof, except to the extent provided for herein, or in a Supplemental Ordinance. Nor shall the Custodian/Trustee or any Custodian be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in response to this Ordinance, or to the Bonds issued hereunder, or to advance any of its own moneys, unless properly indemnified to its satisfaction. Nor shall the Custodian/Trustee or any Custodian be liable in connection with the performance of its duties hereunder, except for its own negligence or misconduct.

Section 8.6. Custodian/Trustee and Custodians Protected in Relying upon Resolutions, etc**Error! Bookmark not defined.** The Custodian/Trustee and all Custodians shall at all times be protected in acting upon any notice, resolution, request, consent, order, certificate, statement, opinion, bond, or other paper or document believed to be genuine and to have been signed by the proper party or parties.

ARTICLE IX

AMENDMENTS OR SUPPLEMENTS TO ORDINANCE

Section 9.1. Amendments or Supplements to Ordinance. The County shall not amend this Ordinance except in accordance with the provisions of this Article.

A. The County may, from time to time and without the consent of any Holder of the Bonds enact an ordinance amendatory hereof or supplemental thereto (a) for the purpose of providing for the issuance of Bonds pursuant to the provisions of Article III hereof, or (b) (i) making any amendments or modifications hereto which may be required to permit this Ordinance to be qualified under the Trust Indenture Act of 1939, as amended; (ii) making any modification or amendment to this Ordinance not inconsistent herewith required for the correction of language or to cure any ambiguity or defective provisions, omission, mistake or manifest error herein contained; (iii) making any amendments or supplements hereto to grant to or confer upon the Holders additional rights, remedies, power and authority, or to grant to or confer upon any Holders, committee or trustee for the Holders any additional rights, power or authority; or (iv) to add to the security of the Holders of the Bonds.

B. From time to time the Holders of 66-2/3% in principal amount of the Bonds then Outstanding, by an instrument or instruments in writing signed by such Holders and filed with the County and the Custodian/Trustee, shall have power to assent to and authorize any modification or amendment to the provisions of this Ordinance that may be proposed by the County or of the rights and obligations of the County and of the Holders of Bonds issued hereunder; and any action herein authorized to be taken with the assent and authority given as aforesaid of the Holders of 66-2/3% in principal amount of the Bonds at the time Outstanding shall be effective and binding upon all of the Holders of Bonds issued hereunder; and any action herein authorized to be taken with the assent and authority given as aforesaid of the Holders of 66-2/3% in principal amount of the Bonds at the time Outstanding shall be effective and binding upon all of the Holders of Bonds Outstanding and upon the County as fully as though such action were specifically and expressly authorized by the terms of this Ordinance; provided always, that without the consent of the Holder of each Bond affected thereby, no such modification shall be made which will (a) extend the time of payment of principal of or the interest on any Bond, or reduce the principal amount thereof or the rate of interest thereon or the premium payable upon the redemption thereof, or (b) give to any Bond or Bonds any preference over any other Bond or Bonds, or (c) authorize the creation of any pledge prior to or, except as provided herein for the issuance of Series of Bonds, on a parity with the pledge afforded by this Ordinance, or (d) reduce the percentage in principal amount of the Bonds required to assent to or authorize any such modification to this Ordinance. For the purpose of computations required by this paragraph, Bonds directly or indirectly owned or controlled by the County shall be disregarded.

Any modification or amendment or supplement to the provisions of this Ordinance or of any Supplemental Ordinance supplemental hereto shall be set forth in an ordinance to be enacted by the County.

ARTICLE X

EVENTS OF DEFAULT

Section 10.1. Events of Default. With respect to the Bonds, the following shall constitute “Events of Default”:

A. If payment of the principal of any Bond, whether at maturity or by proceedings for redemption, by declaration as provided in Article XI hereof, or otherwise, is not made by the County after the same has become due and payable; or

B. If payment of any installment of interest on any Bond is not made by the County as the same becomes due and payable; or

C. If the County shall fail in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the Bonds or in this Ordinance or in any Supplemental Ordinance on the part of the County to be performed, and such failure continues for 30 days after written notice specifying such failure and requiring the same to be remedied has been given to the County by the Custodian/Trustee, or the Holders of not less than 20% in principal amount of the Bonds then Outstanding or any trustee or committee therefor; or

D. If any proceedings are instituted, with the consent or acquiescence of the County, for the purpose of effecting a composition between the County and its creditors and if the claim of such creditors is in any circumstance payable from any of the Revenues or any other moneys pledged and charged in this Ordinance or any Supplemental Ordinance for the payment of the Bonds, or any such proceedings are instituted for the purpose of adjusting the claims of such creditors, pursuant to any Federal or State statute now or hereafter enacted; or

E. If an order or decree is entered (a) with the consent or acquiescence of the County, appointing a receiver or receivers of the System or any of the facilities thereof; or (b) without the consent or acquiescence of the County, appointing a receiver or receivers of the System or any of the facilities thereof and if, in either case, such order or decree having been entered is not vacated or discharged or stayed on appeal within 60 days after the entry thereof; or

F. If, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the System or any of the facilities thereof, and such custody or control is not terminated within 90 days from the date of assumption of such custody or control; or

G. If the County is for any reason rendered incapable of fulfilling its obligations hereunder in any material respect.

Subject to the provisions, limitations and conditions of Sections 11.1 and 11.2 of Article XI hereof, insofar as the remedies provided in said provisions are concerned, nothing in Section 11.3 of Article XI hereof or in this Article, and particularly nothing in paragraph C of this Section 10.1, shall prohibit or limit, or be construed as prohibiting or limiting any Holder of a Bond from enforcing the duties of the County, or any of the officers thereof, under any provisions of this Ordinance (including, without limiting the generality of the foregoing, the duties imposed by or referred to in Section 11.3 hereof) by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction, even though the failure of the County or any of the officers thereof to perform any such duty may not then constitute an “Event of Default” as defined in this Article.

ARTICLE XI

REMEDIES UPON EVENT OF DEFAULT

Section 11.1 Declaration of Principal and Interest as Due. Upon the occurrence of an Event of Default, and at any time thereafter while such Event of Default continues, then and in each and every case the Custodian/Trustee in its own name and as trustee of an express trust, on behalf and for the benefit and protection of the Holders of all Outstanding Bonds, may proceed, and upon the written request of the Holders of not less than 25% in principal amount of the Bonds then Outstanding, shall proceed to declare the principal of all Bonds then Outstanding, together with all accrued and unpaid interest thereon, if not already due, to be due and payable immediately, and upon any such declaration the same shall become and be due and payable immediately, anything contained in this Ordinance or any Supplemental Ordinance hereto or in any of the Bonds to the contrary notwithstanding. This provision is also subject, however, to the condition that, if at any time after the principal of the Bonds, together with the accrued and unpaid interest thereon and other moneys secured hereby, have been so declared due and payable and before any further action has been taken (other than the making of the above declaration), the principal amount of all Bonds which have matured either according to the maturity date or dates otherwise specified therein (except as a result of such declaration) and all arrears of interest upon all Bonds, except interest accrued but not yet due on said Bonds, have been paid or caused to be paid, and all other Events of Default, if any, which have occurred have been remedied, cured or secured, then and in each and every such case the Holders of 25% in principal amount of the Bonds then Outstanding, by notice in writing delivered to the Custodian/Trustee and the County, may waive such Default and its consequences and rescind and annul such declaration. No such waiver or rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power related to such subsequent Default.

Section 11.2. Appointment of a Receiver. Upon the occurrence of an Event of Default described in paragraphs A and B of Section 10.1 hereof, and at any time thereafter while such default continues, the Custodian/Trustee or the Holders of not less than 25% in principal amount of the Bonds then Outstanding or any custodian/trustee therefor, may apply to a court of competent jurisdiction for the appointment of a receiver. Any receiver so appointed shall (a) enter into and upon and take possession of the System, to the exclusion of the County if such court so directs; (b) have, hold, use, operate, manage and control the System as such receiver may deem best; and (c) exercise all rights and powers of the County with respect to the System as the County itself may do. In addition, the receiver shall (a) maintain, restore and insure the System and from

time to time make all necessary and proper repairs to the System as such receiver may deem expedient; (b) establish, levy, maintain and collect such fees, rentals and other charges in connection with the System as such receiver may deem necessary or proper and reasonable; and (c) collect and receive all revenues, deposit such revenues in a separate account and apply such revenues so collected and received in such manner as the court shall direct.

Notwithstanding anything contained in this Ordinance or the Act, such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of whatever kind or character of the County and useful to the System, other than in the ordinary course of System business.

Section 11.3. Suits at Law or in Equity and Mandamus. In case any one or more of the Events of Default shall happen and be continuing, then and in every such case, but subject to the provisions, limitations and conditions of Sections 11.1 and 11.2 of this Article so far as the remedies provided in said provisions are concerned, the Holder of any Bond at the time Outstanding, or Custodian/Trustee therefor, may, for the equal benefit and protection of all Holders of the Bonds similarly situated,

- (a) by mandamus or other suit, action or proceedings at law or in the equity, enforce such Bondholder's right against the County and require and compel the County to perform and carry out its duties and obligations under the Act and this Ordinance, and to perform and carry out its covenants and agreements with the Bondholders;
- (b) by action or suit in equity require the County to account as if such County were the trustee of an express trust;
- (c) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders; or
- (d) bring suit upon the Bonds.

Section 11.4. Remedies Not Exclusive; Effect of Waiver of Default; Effect of Abandonment of Proceedings or Adverse Determination. The Holders from time to time of the Bonds shall be entitled to all the remedies and benefits of this Ordinance as are and as shall be provided by law, and, subject to the provisions of Sections 11.1 and 11.2 of this Article, nothing herein shall be construed to limit the rights or remedies of any such Holders under any applicable statute that may now exist or be enacted thereafter. No remedy conferred by the Act and this Article upon any Holder of any Bond is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred by the Act and this Article or by any other law now or hereafter existing. Every substantive right and remedy conferred upon the Holders of the Bonds may be enforced and exercised from time to time and as often as may be deemed expedient.

No waiver of any default or breach of duty or contract by any Holder of any Bond shall extend to or affect any subsequent default or breach of duty or contract, or shall impair any

rights or remedies thereon. No delay or omission of any Holder of a Bond to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein.

In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and then discontinued or abandoned, or shall be determined adversely to Holders of the Bonds then and in every such case, the County and such Holders shall be restored to their former positions and rights and remedies as if no suit, action or proceeding had been brought or taken.

Section 11.5. Restrictions on Bondholder's Action.

A. No Holder of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of this Ordinance or the execution of any trust under this Ordinance or for any remedy under this Ordinance unless such Holder shall have previously given to the Custodian/Trustee written notice of the happening of an Event of Default and the Holders of at least twenty-five percent (25%) in principal amount of the Bonds then Outstanding shall have filed a written request with the Custodian/Trustee and shall have offered the Custodian/Trustee reasonable opportunity, either to exercise the powers granted in this Ordinance or by the laws of the State or to institute such action, suit or proceeding in its own name, and unless such Holders shall have offered to the Custodian/Trustee adequate security and indemnity against the costs, fees (including reasonable attorneys' fees), expenses and liabilities to be incurred therein or thereby, and the Custodian/Trustee shall have refused to comply with such request for a period of 60 days after receipt by it of such notice, request an offer of indemnity, it being understood and intended that no one or more Holders of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by this Ordinance, or to enforce any right under this Ordinance, except in the manner therein provided; and that all proceedings at law or in equity to enforce any provision of this Ordinance shall be instituted, had and maintained in the manner provided in this Ordinance and for the equal benefit of all Holders of the Outstanding Bonds.

B. Nothing in this Ordinance or in the Bonds contained shall affect or impair the obligation of the County, which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed the principal of (and redemption premium, if any) and interest on the Bonds to the respective Holders thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Holder to enforce such payment of his Bond.

Section 11.6. Application of Revenues and Other Moneys After Default. During the continuance of an Event of Default, all moneys received by the Custodian/Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings taken in efforts to collect such moneys and of the fees, expenses and advances incurred or made by the Custodian/Trustee with respect thereto, including reasonable attorneys fees, be deposited in the respective Bond and Interest Redemption Funds, and all amounts held by the Custodian/Trustee hereunder shall be applied as follows (provided if more than one Bond and Interest Redemption Fund has been established, such amounts shall be paid ratably):

A. Unless the principal of all Outstanding Bonds shall have become or have been declared due and payable:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds in the order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the person entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal amounts or redemption premium, if any, of any Bonds which shall have become due (other than Bonds previously called for redemption in accordance with the provisions hereof), whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the principal amounts or redemption premium, if any, due on such date, to the persons entitled thereto, without any discrimination or preference.

B. If the principal amounts of all Outstanding Bonds shall have become or have been declared due and payable, to the payment of the principal amounts and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal amounts and interest, to the persons entitled thereto without any discrimination or preference.

C. If the principal amounts of all Outstanding Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article, then, subject to the provisions of paragraph (b) of this Section in the event that the principal amounts of all Outstanding Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (A) of this Section.

Whenever moneys are to be applied by the Custodian/Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Custodian/Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Custodian/Trustee shall apply such moneys, it shall fix the date (which shall be a Bond payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the principal amounts to be paid on such dates shall cease to accrue. The Custodian/Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of any Bond until such Bond shall be presented to the Custodian for appropriate endorsement of any partial payment or for cancellation if fully paid.

Whenever all Bonds and interest thereon have been paid under the provisions of this Section and all expenses and charges of the Custodian/Trustee have been paid, any balance remaining shall be paid to the person entitled to receive the same; if no other person shall be entitled thereto, then the balance shall be paid to the County or as a court of competent jurisdiction may direct.

ARTICLE XII

MISCELLANEOUS

Section 12.1. Benefits of Ordinance Limited to the County, the Custodian/Trustee and Holders of the Bonds. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Bonds is intended or should be construed to confer upon or give to any person other than the County, the Custodian/Trustee and the Holders of the Bonds, any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the County, the Custodian/Trustee and the Holders from time to time of the Bonds as herein and therein provided.

Section 12.2. Ordinance Binding Upon Successors or Assigns of the County. All the terms, provisions, conditions, covenants, warranties and agreements contained in this Ordinance shall be binding upon the successors and assigns of the County and shall inure to the benefit of the Custodian/Trustee, its successors or substitutes in trust and assigns, and the Holders of the Bonds.

Section 12.3. No Personal Liability. No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the County contained in this Ordinance or the Bonds, against any member of the County, any officer or employee, as such, in his or her individual capacity, past, present or future, of the County, either directly or through the County, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance and the Bonds are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer or employee as such past, present or future, of the County, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the County and the Custodian/Trustee or the Bondholder or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member, officer and employee is, by the adoption of this Ordinance and the execution of the Bonds, and as a condition of, and as a part of the consideration for, the adoption of this Ordinance and the execution of the Bonds, expressly waived and released. The immunity of members, officers and employees of the County under the provisions contained in this Section 12.4 shall survive the termination of this Ordinance.

Section 12.4. Effect of Saturdays, Sundays and Legal Holidays. Whenever this Ordinance requires any action to be taken on a Saturday, Sunday, legal holiday or bank holiday in the State of South Carolina, such action shall be taken on the first Business Day occurring thereafter. Whenever in this Ordinance the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, legal holiday or bank holiday, in the State of South Carolina, such time shall continue to run until midnight on the succeeding Business Day.

Section 12.5. Partial Invalidity. If any one or more of the covenants or agreements or portions thereof provided in this Ordinance on the part of the County or the Custodian or any Paying Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements and portions thereof provided in this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds, but the Holders of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because of conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 12.6. Law and Place of Enforcement of Ordinance. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina and all suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in said State.

Section 12.7. Effect of Article and Section Headings and Table of Contents. The headings or titles of the several Articles and Sections hereof, and any table of contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Ordinance.

Section 12.8. Repeal of Inconsistent Ordinances and Resolutions. All ordinances and resolutions of the County, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 12.9. Effectiveness of Ordinance. This Ordinance shall become effective upon its enactment; provided, however, that it shall not be necessary for the County to establish the funds and accounts created in Article VI hereof prior to the issuance of any Bonds.

Section 12.10. Notices. All notices, certificates, or other communications hereunder or under this Ordinance shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram addressed as follows:

If to the County:

Richland County
Post Office Box 192
Kingstree, South Carolina 29202-0192
Attn: County Administrator

The County and the Custodian/Trustee, may, by notice given to the other parties, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 12.11. Codification. This Ordinance shall be forthwith codified in the Code of County Ordinances in the manner required by law and the name shall be indexed under the general heading “Ordinance Waterworks System Revenue Bonds.”

Enacted this ____ day of _____, 2010.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Paul Livingston, Chairman
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF
_____, 2010:

Michielle R. Cannon-Finch
Clerk of County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading:
Date of Second Reading:
Date of Third Reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
FIRST SUPPLEMENTAL ORDINANCE NO. _____

AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A HOPKINS WATERWORKS SYSTEM IMPROVEMENT REVENUE BOND ANTICIPATION NOTE, SERIES 2010, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION OF RICHLAND COUNTY, SOUTH CAROLINA, IN AN AMOUNT NOT TO EXCEED \$2,033,000; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE NOTE; PROVIDING FOR FORM AND DETAILS OF THE NOTE; PROVIDING FOR THE PAYMENT OF THE NOTE; PROVIDING FOR THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

Section 1. Findings and Determinations. The County Council (the "Council") of Richland County, South Carolina (the "County"), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina, 1976, as amended (the "Code"), the Council/Administrator form of government was selected and the Council constitutes the governing body of the County.

(b) In the exercise of the powers vested in the County by the Constitution and statutes of the State of South Carolina, and in conformity with the provisions thereof, the County, pursuant to the favorable results of a referendum heretofore duly held on November 7, 1978, is authorized and empowered to acquire, construct and operate a waterworks system or systems in any of the unincorporated areas of the County.

(c) The System was created pursuant to General Bond Ordinance No. _____ enacted by the County Council on _____ and is administered as a department of the County.

(d) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, provides that a county may incur indebtedness payable solely from a revenue-producing project which source does not involve revenues from any tax or license.

(e) Title 11, Chapter 17, Code of Laws of South Carolina 1976, as amended ("Title 11"), provides that any borrower (the definition of which includes the County) whenever authorized by general or special law to issue bonds, may, pending the sale and issuance thereof, borrow in anticipation of the receipt of the proceeds of such bonds.

(f) The County has made general provision for the issuance from time to time of waterworks system revenue bonds (the "Bonds") of the County through the enactment of Ordinance No. _____ entitled "An Ordinance Providing For The Issuance Of Hopkins Waterworks System Revenue Bonds Of Richland County, South Carolina" (the "General Bond Ordinance").

(g) The County propose to install approximately 11,000 linear fee of 12" water lines, 50,000 linear feet of 10" water lines, 35,500 linear fee of 8" water lines, construct a 300,000 gallon elevated water storage tank and rehabilitate existing wells to service the project area (hereinafter referred to as the "Project").

(j) The total cost of the Project is estimated to be \$4,814,000 to be financed with a loan from the Federal Government in the amount of \$2,033,000, grants from the Federal Government in the amount of \$1,793,000, a grant from the South Carolina Department of Health and Environmental Control administrated Environmental Protection Agency grant and contributions from the County of \$488,000.

(k) The Government will, upon compliance by the County with the terms and conditions set forth in a letter dated March 26, 2007, to the Chairman of the County Council of the County, purchase a waterworks system improvement revenue bond of the County in the maximum amount of \$2,033,000.

(l) It is in the best interest of the County to authorize the issuance and sale of a revenue bond pursuant to the Revenue Bond Act for Utilities, the General Bond Ordinance and a Supplemental Ordinance in the principal amount of not exceeding \$2,033,000 for the purpose of defraying a portion of the costs and expenses of the Project.

(m) Pending the issuance and sale of such revenue bond, it is in the best interest of the County to provide for the issuance of a waterworks system improvement revenue bond anticipation note in a principal amount not exceeding \$2,033,000 (the "BAN") in anticipation of the issuance of the aforesaid revenue bond and the receipt of the proceeds thereof.

Section 2. Delegation of Authority. The Council hereby delegates to the County Administrator the authority to offer the BAN by private sale at such time as deemed to be in the best interest of the County and to cause to be prepared and distributed an appropriate Notice of Sale. The County Administrator is hereby authorized and empowered to determine the principal amount of the BAN and to award the sale of the BAN to the bidder whose bid is in the best interest of the County in accordance with the terms of the Notice of Sale for the BAN, provided the net interest cost of the BAN does not exceed 6% per annum.

Section 3. Authorization of Bonds. Pursuant to the provisions of the Revenue Bond Act, there is hereby authorized to be issued, and the Council irrevocably obligates and binds itself to effect the issuance of, a waterworks system improvement revenue bond (the "Bond") of the County in the principal amount of not exceeding \$2,033,000, the proceeds of which will be used to pay the principal of the BAN. Prior to the issuance and sale of the Bond, the Council shall enact an ordinance setting forth the form and details of the Bond, provided such details shall be within the limitations contained in the Revenue Bond Act.

Section 4. Authorization of Bond Anticipation Note. Pending the issuance and delivery of the Bond authorized by Section 3 hereof, and pursuant to the provisions of Title 11, Chapter 17 of the Code, and for the purpose of paying a portion of the cost of the improvements described in Section 1(g) and other costs incidental to the Project including, but without limiting the generality of such costs, engineering, financial and legal fees, there is hereby authorized to be issued the BAN in a principal amount of not exceeding \$2,033,000 in anticipation of the receipt of the proceeds of the Bond.

The BAN shall be in fully-registered form, registered as to principal and interest in the name of the Bank; shall be dated as of the date of its issuance; shall mature not later than twelve (12) months from the date of its issuance; shall be of the denomination of not exceeding \$2,033,000, or such lesser amount as may be paid from time to time for the BAN; and shall bear interest on the respective principal amounts of the BAN advanced to the County from time to time at the rate reflected thereon.

The County shall have the right to prepay the principal of or interest on the BAN, or both, in whole without penalty.

Both the principal of and interest on the BAN shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts at such place as may be agreed upon with the Bank. The County shall serve as the Registrar/Paying Agent for the BAN.

If payment for the BAN is made in installments, the amount and date of each payment shall be endorsed on the BAN in the space provided therefor by the County Administrator of the County. Interest shall accrue on the amount paid for the BAN from the date of payment thereof.

The BAN shall be executed on behalf of the County by the manual or facsimile signature of the County Administrator and the corporate seal of the County or a facsimile thereof shall be impressed or reproduced thereon and attested by the Clerk to County Council by his or her manual or facsimile signature.

Section 5. Registration of BAN. The BAN shall be registered as to principal and interest in the name of the registered owner thereof at the office of the Clerk to Council on registry books to be kept for that purpose, after which no transfer of such BAN shall be effectual unless made on said books by the registered holder in person, or by his duly authorized legal attorney.

Section 6. Form of Note. The BAN shall be issued in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Section 7. Covenants of the County. The County hereby covenants with the Bank as follows:

(a) The County covenants that as long as the BAN shall be outstanding under the provisions of this Ordinance and except as is otherwise permitted in this Ordinance, it will not sell, trade or lease or otherwise dispose of or encumber the System or any part thereof. The County may, however, from time to time, sell or dispose of any property, real or personal, which in the judgment of the Council of the County is no longer necessary or useful or profitable in the operation of the System or necessary to produce and maintain the revenues thereof, or which is to be or has been replaced by other property so as not to impair the operations of the System. Amounts received from such sale or disposition shall be deposited to the credit of the Revenue Fund established in the General Bond Ordinance.

(b) The County covenants that it has not issued, nor will it cause to be issued, any notes or certificates of indebtedness of any type in anticipation of the issuance of the Bond, except the BAN.

(c) The County hereby covenants and agrees with the Bank that it will not take any action which will, or fail to take any action which failure will, cause interest on the BAN to become includable in the gross income of the Bank for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the BAN. The County further covenants and agrees with the Bank that no use of the proceeds of the BAN shall be made which, if such use had been reasonably expected on the date of issue of the BAN, would have

caused the BAN to be an “arbitrage bond,” as defined in Section 148 of the Code, and to that end the County hereby shall:

- (i) comply with the applicable provisions of Sections 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the BAN is outstanding;
- (ii) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (iii) make such reports of such information at the time and places required by the Code.

Section 8. Payment of BAN. For the payment of the principal of and interest on the BAN as the same respectively mature, there are hereby pledged the proceeds of the Bond authorized in Section 3 hereof. Title 11 provides that the County may also, at its option, utilize any other funds available therefor for the payment of the principal of and interest on the BAN, and in accordance therewith, the County also hereby pledges the Revenues of the System for the payment of such principal and interest on the BAN.

The proceeds of the BAN shall be applied for the purpose for which the Bond is to be issued. Upon the delivery of the Bond in anticipation of which the BAN is authorized to be issued, a sufficient amount of the proceeds of the Bond shall be applied by the County to meet the payment of the principal of and, to the extent available, interest on the BAN.

Section 9. Tax Exemption. Both the principal of and interest on the BAN shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, from all State, County, municipal, school district, and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise. It should be noted, however, that Section 12-11-20, Code of Laws of South Carolina, 1976, as amended, imposes upon every bank engaged in business in the State of South Carolina a fee or franchise tax computed on the entire net income of such bank which would include interest paid on the BAN to any such bank.

Section 10. Events of Default. The following shall constitute “Events of Default”:

- (a) If payment of the principal of the BAN is not made after the same has become due and payable; or
- (b) If payment of interest on the BAN is not made after the same has become due and payable; or
- (c) If the County fails or refuses to comply in any material respect in the due and punctual performance of the covenants, conditions, agreements and provisions contained in the BAN or in this Ordinance, and such failure continues for thirty days (30) after written notice specifying such failure and requiring the same to be remedied has been given to the County by the registered owner of the Note; or
- (d) If any order or decree is entered (i) with the consent or acquiescence of the County, appointing a receiver of the System or of any of the revenues of the System (the “Revenues”) or other moneys pledged and charged in the Ordinance for the payment of the BAN, or (ii) without the consent or acquiescence of the County, appointing a receiver of the System or any of the Revenues or other moneys pledged and charged in the Ordinance for the payment of the BAN and, in either case, such order or decree

having been entered is not vacated or discharged or stayed on appeal within sixty days (60) after the entry thereof; or

(e) If any proceedings are instituted, with the consent or acquiescence of the County, for the purpose of effecting a composition between the County and its creditors and if the claim of such creditors is in any circumstance payable from the Revenues or other monies pledged and charged in the Ordinance for the payment of the BAN, or any such proceedings are instituted for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted; or

(f) If the County is for any reason rendered incapable of fulfilling its obligations hereunder in any material respect.

Nothing in this section shall prohibit the registered owner of the BAN from enforcing the duties of the County by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction, even though the failure of the County to perform any such duty may not then constitute an Event of Default.

Section 11. Remedies Upon Event of Default. Upon the occurrence of an Event of Default and at any time thereafter while such Event of Default continues, the registered owner of the BAN may, upon notice in writing delivered to the County, declare the entire unpaid principal and interest on the BAN, as the case may be, then outstanding due and payable, and thereupon the entire unpaid principal of and interest on such BAN shall immediately be and become immediately due and payable.

The provisions of this Section are subject to the condition that if at any time after the entire principal of the BAN shall have been so declared due and payable and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the County shall pay to, or shall deposit with a trustee for payment to, the registered owner of the BAN a sum sufficient to pay principal on the BAN and interest upon the BAN, then the registered owner of the BAN may, by written notice to the County, rescind and annul such declaration and its consequences. No such rescission and annulment shall, however, extend to or affect any subsequent Event of Default.

Upon the occurrence of an Event of Default, the Bank (in addition to the power granted to it above) may proceed to protect and enforce its rights with respect to the BAN by any suit, action or special proceeding in equity or at law, either for the specific performance of any covenant or agreement contained herein or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the trustee may deem most effective to protect and enforce any of its rights or interests under the BAN.

No waiver of any Event of Default, by the registered owners of the BAN shall extend to or shall affect any subsequent Event of Default or other default or shall impair any rights or remedies consequent thereto.

No delay or omission to exercise any right or power occurring upon any Event of Default or other default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or other default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No remedy conferred upon or reserved to the registered owner of the BAN is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy given to the registered owner of the BAN.

In case the registered owner of the BAN shall have proceeded to enforce any right or exercise any power under this Ordinance and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the registered owner of the BAN, then and in every case the County and the registered owner of the BAN shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the registered owner of the BAN shall continue as if no such proceedings had been taken.

Section 12. Construction Fund. All payments for the Note shall be deposited in a separate special fund of the County to be designated “Richland County Construction Fund (Waterworks System Improvements – Hopkins Project), Interim Financing, 2010” (the “Construction Fund”), which fund shall be held by the bank designated by the County. The moneys deposited in the Construction Fund shall be disbursed for and applied to the payment of the costs and expenses of the Project and shall be made in the manner withdrawals from other funds of the County are made and in accordance with applicable rules and regulations of the Government.

The County Administrator is authorized to make disbursements from the Construction Fund to pay the costs and expenses of the Project. As each such payment is made, the County shall furnish the registered owner of the Note with a certificate duly executed by an authorized representative of the engineers for the Project and the County Administrator of the County, certifying that the sums to be paid are to pay costs and expenses incident to the construction of those aspects of the Project which will be reimbursed with the proceeds of the Bond, that such costs and expenses have been duly incurred by reason of work performed or materials furnished, and that no part of the items to be paid have been previously paid. Each certificate shall be approved in writing by an authorized representative of the Government and shall state that the disbursement is to pay costs and expenses of the Project that will be reimbursed with proceeds of the Bond. Copies of such certificates shall be made available, upon request, to the registered owner of the BAN.

Section 13. Designation of BAN. The County covenants that, in accordance with the provisions of the IRC, the BAN is designated as a “qualified tax-exempt obligation” as defined in the IRC. The County does not anticipate that it will issue more than \$30,000,000 in tax-exempt bonds or other tax-exempt obligations in 2010 except private activity bonds other than qualified 501(c)(3) bonds. The County represents that the sum of all tax-exempt obligations (other than such private activity bonds) issued by the County during calendar year 2010 is not reasonably expected to exceed \$30,000,000.

Section 14. General Authorization. The County Administrator of the County and the County Attorney are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate issuance of the BAN and to carry out the intentions of this Ordinance. Council hereby retains McNair Law Firm, P.A., as bond counsel, in connection with the issuance of the BAN.

Section 15. Invalidity of Sections, Paragraphs, Clauses or Provisions. If any section, paragraph, clause or provision of this Ordinance is held invalid or unenforceable under any circumstances, such holding shall not affect the validity or enforceability thereof under other circumstances or the validity or enforceability of this Ordinance as a whole or of any other section, paragraph, clause or provisions of this Ordinance.

Section 16. Repeal of Conflicting Ordinances. All orders, ordinances and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the BAN are, to the extent of such conflict, hereby repealed from and after its passage and approval.

Section 17. Effective Date. This Ordinance shall be in full force and effect from and after its enactment as provided by law.

Enacted this ____ day of _____, 2010.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Paul Livingston, Chairman
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2010:

Michielle R. Cannon-Finch
Clerk of County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading:
Date of Second Reading:
Date of Third Reading:

(FORM OF NOTE)

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
RICHLAND COUNTY
WATERWORKS SYSTEM IMPROVEMENT REVENUE
BOND ANTICIPATION NOTE, SERIES 2010

_____, 2010

\$ _____

KNOW ALL MEN BY THESE PRESENTS that Richland County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the order of _____ in _____, South Carolina (the "Bank"), or its registered assigns, the principal sum of _____ Dollars (\$ _____), or such lesser amount as has been advanced hereunder as shown on the Certificate of Advances attached hereto, on the Note (unless this Note shall be prepaid at an earlier date). This Note shall bear interest on the principal amounts advanced hereunder as shown on the Certificate of Advances from the date or dates of such advances at the rate of ____% per annum.

Both the principal of and interest on this Note are payable upon presentation and surrender of this Note at the principal office of the Bank, in _____, South Carolina, in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

The County shall have the right to prepay this Note in whole without penalty.

This Note is issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Title 11, Chapter 17, Code of Laws of South Carolina, 1976, as amended (the "Act"), General Bond Ordinance No. _____ duly enacted on _____; and Ordinance No. _____ duly enacted on _____ (the "Ordinances"), by the Council of the County, in anticipation of the issuance of a waterworks system improvement bond (the "Bond") to be issued by the County pursuant to Title 6, Chapter 21, Code of Laws of South Carolina, 1976, as amended. The proceeds of this Note shall be used, pending issuance of the Bond, to provide funds to defray a portion of the costs of the Project (as defined in the Ordinances).

This Note is payable, both as to principal and interest, from the proceeds of the Bond. This Note is a special obligation of the County, and there is hereby pledged to the payment of the principal hereof and interest hereon the proceeds of the Bond. The Act provides that the County may also, at its option, utilize any other funds available therefor for the payment of the principal of and interest on this Note, and in accordance therewith the County also hereby pledges the revenues of the System for the payment of such principal and interest.

This Note has been initially registered in the name of the Bank as to principal and interest at the office of the County on registry books to be kept for such purpose, such registration to be noted hereon. After such registration, the principal of and interest on this Note shall be payable only to the registered owner hereof. No transfer shall be valid unless made on such books by the registered owner, or by its legal representative, and similarly noted on this Note.

This Note and the interest hereon are exempt from all State, County, municipal, school district, and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special,

whether imposed for the purpose of general revenue or otherwise. It should be noted, however, that Section 12-11-20, Code of Laws of South Carolina, 1976, as amended, imposes upon every bank engaged in business in the State of South Carolina a fee or franchise tax computed on the entire net income of such bank which would include any interest paid on this Note to any such bank.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen, and to be performed precedent to or in the issuance of this Note exist, have happened and have been done and performed in regular and due time, form and manner as required by law, and that the County has irrevocably obligated itself to issue and sell, prior to the stated maturity hereof, the Bond in anticipation of which this Note is issued.

In witness whereof, Richland County, South Carolina, has caused this Note to be executed in its name by the manual or facsimile signature of the County Supervisor and Chairman of County Council and attested by the manual or facsimile signature of the Clerk to County Council under the seal of the County.

RICHLAND
COUNTY, SOUTH CAROLINA

Chairman, County Council

(SEAL)

ATTEST:

Clerk to County Council

CERTIFICATE OF ADVANCES

Richland County, has received the following amounts of moneys in payment for this Note:

<u>Date of Advance</u>	<u>Principal Amount Advanced</u>	<u>Total Principal Amount Advanced</u>	<u>Signature of Authorized Officer of Richland County, South Carolina</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

REGISTRATION

This Note has been registered in the name of _____ in _____, South Carolina, on registry books kept by Richland County, South Carolina.

Dated this _____ day of _____, 2010.

Clerk to County Council, Richland County,
South Carolina

Richland County Council Request of Action

Subject

International Cultural Exchange Ad Hoc Committee [page 100]

Reviews

Richland County Council Request of Action

Subject: International Cultural Exchange Ad-hoc Committee

A. Purpose

To establish a committee that will have a direct line of communication to the foreign communities and foster a more open dialogue between local government and foreign citizens:

B. Background / Discussion

The request for the committee was a motion made by Councilman Washington at the April 20, 2010 Council meeting. The motion is as follows:

Request the Chairman to establish an “International Cultural Exchange Ad-hoc Committee” so Richland County Council will have a direct line of communication to the foreign communities of Richland County, which makeup over 60 different foreign nationalities. This committee will help foster a more open dialogue between local government and our foreign citizens. [Washington]

C. Financial Impact

No specific financial impact has been determined.

D. Alternatives

N/A

E. Recommendation

Recommended by: Councilmember Washington

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion

Legal

Reviewed by:

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion

Clerk of Council

Reviewed by: Michielle Cannon-Finch

Date: May 14, 2010

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion

Richland County Council Request of Action

Subject

Memorandum of Understanding between Richland County and Richland County Transportation Committee to Pool Funds for Dirt Road Paving [pages 102-103]

Reviews

Richland County Council Request of Action

Subject: MOU between Richland County and Richland County Transportation Committee to Pool Funds for Dirt Road Paving

A. Purpose

Council is requested to consider the motion made at the March 16, 2010 Council Meeting, and direct staff as appropriate.

B. Background / Discussion

The following motion was made at the March 16, 2010 Council Meeting by Councilman Jackson:

Richland County and Richland County Transportation Committee develop an MOU to pool future allocations for program funds and process for dirt road paving projects.

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

C. Financial Impact

There is no financial impact associated with this request at this time, as further information and direction from Council will need to be obtained before a financial impact can be determined.

D. Alternatives

1. Approve the motion and direct staff as appropriate.

2. Do not approve the motion.

E. Recommendation

Council discretion.

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Legal

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: Council discretion

Administration

Reviewed by: Sparty Hammett

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: Council discretion.

Richland County Council Request of Action

Subject

Motion to Develop a public-private water and sewer system for the Lower Richland Planning area and other parts of the County [pages 105-111]

Reviews

Richland County Council Request of Action

Subject: Public/Private Water and Sewer System for Lower Richland 208 Planning Area

A. Purpose

The purpose of this report is to seek County Council's interest in pursuing an agreement with Palmetto Utilities to provide water and sewer service to Lower Richland County.

B. Background

On April 20, 2010, a motion was made by the Honorable Norman Jackson to develop a public/private water and sewer system for the Lower Richland 208 Planning area and other parts of the County. The Richland County Utilities Department has been working on a plan to provide both water and sewer service to Lower Richland County. The first phase of the water system has been approved, funded and will be under construction within a few weeks. The sewer system plan has been developed with the input of two engineering consultants and is currently under consideration for funding by USDA Rural Development.

As an alternative to the work that has been completed, proposed and accepted by Richland County and is currently being considered for funding by Rural Development; Palmetto Utilities has offered a general proposal letter to provide water and sewer service to the lower part of Richland County. A copy of this proposal letter is attached for review.

C. Discussion

The letter, as drafted, proposes a private/public partnership to use a combination of private funds and public funds to develop a water and sewer system that will be managed, owned and operated by Palmetto Utilities. The proposal provides very general information on how a plan would be developed. Additional information would be required to determine if the subject of the proposal would benefit the citizens of Richland County.

D. Financial Impact

Very little information is provided in the proposal that addresses the financial impact to the citizens of Richland County. There has been no investigation into the use of public grant funds or low interest loan funds contributing capital toward the development of a private/public partnership. Also the proposal suggests that the same rates would be charged to the customers of the new systems as is currently being charged by the County Utility Department on their existing systems. Additional information would be required to determine if there is any benefit to Richland County to pursue this agreement.

E. Alternatives

1. Accept the proposal as drafted.
2. Request additional information from Palmetto Utilities with specifics on cost, schedule and the use of public grant funds toward the development of this partnership.
3. Continue with the current plan as presented by the Utilities Department until all possible funding options have been depleted.

Palmetto Utilities, Inc.

*Rec
4-27-10
Jackson
2*

April 21, 2010

VIA HAND DELIVERY

Honorable Norman Jackson
Councilman
Richland County

Dear Councilman:

Thank you for the opportunity to submit this abbreviated conceptual proposal to allow Palmetto Utilities, Inc. to assist your efforts to develop a regional water and wastewater system for Lower Richland County (LRC). At your request, we have reviewed the information that you have provided to us and preliminarily assessed the feasibility of this project and the manpower and potential capital requirements necessary for us to participate in the endeavor that you have described.

As you have suggested, our primary goal is to participate with the county in a private/public partnership whereby Palmetto Utilities, Inc. (or one of its regulated affiliates hereafter referred to collectively as "Palmetto") uses a combination of private equity investment and public funding (grants and/or low interest loans) to build water and wastewater infrastructure in LRC. Our approach would result in water and wastewater being provided to the area by Palmetto, a privately owned, regulated public utility.

As we understand the proposed project, Palmetto's mandate would be to use private equity investment to provide water and wastewater infrastructure to the faster growing areas in the LRC. Thus, Palmetto would be utilizing the majority of public monies to provide badly needed utility service to the more remote or

impoverished areas of the region that, by their nature, are inherently less attractive for commercial and residential development.

Palmetto has a 20+ year history of successfully planning, constructing, and providing regional utility service to the Northeast area of Richland County. We believe that by using the “Palmetto” approach, we will be able to prudently expend both private equity and public capital in the construction of infrastructure to serve a larger area for less money. This should result in lower infrastructure taxes for the residents of Lower Richland County and reasonable tap fees and rates to developers and future customers, respectively.

If selected, we propose to:

1. **Work with the County to develop both a long-term and short-term detailed regional wastewater and water plan for LRC.** You have provided us with a copy of the “Lower Richland County Sewer System Preliminary Engineering Report” prepared for the county by Wilbur Smith & Associates. Using that information, combined with input from both the County Council and regional planners, we would develop a plan to provide wastewater and water service to the area addressing the region’s short, intermediate, and long-term infrastructure needs. This plan can be completed within a six-week period.
2. **Assist the County in updating the current 208 Plan.** As you are aware, any modifications to a regional wastewater plan of this nature must be incorporated into the Central Midlands Regional Council of Governments (“CMCOG”) Section 208 Water Quality Management Plan (“208 Plan”) by way of a plan amendment. We would assist the County in preparing the amendment to the 208 Plan to reflect a more phased-in approach to providing wastewater service and incorporate current developer needs and trends requested in the area.
3. **Review the current proposed projects slotted to use federal grant money and/or low interest loans.** We suggest a review of existing projects being proposed by the County to determine if a more cost-effective approach could be used to provide the needed wastewater and water infrastructure at a lower cost. In that way, money can be applied to more projects and cover a greater area.

4. **Amend the existing Palmetto agreement relating to the provision of wastewater service in Northeast Richland County.** As you are also aware, Palmetto currently has an agreement to provide wastewater service to Northeastern Richland County. Under the terms of that agreement, the County can acquire the utility assets of Palmetto Utilities at fair value in the event that the County would like to service the region in the future. We would propose amending that agreement to include, or entering into a separate, similar agreement for LRC such that the County is protected if they no longer want to participate in the public/private partnership.
5. **Once the new 208 Plan is approved, apply for a service area covering the LRC for both wastewater and water.** Palmetto is a regulated public utility. As such, its rates are approved by the South Carolina Public Service Commission (SCPSC). Palmetto's rates are among the lowest rates in the region – for governmental or private utilities. While Palmetto has striven to keep its rates competitive by using an entrepreneurial approach to investing in plant and facilities, the SCPSC has regulated the company along the way to assure that Palmetto's customers' rates are commensurate with Palmetto's investment. This same approach would apply to water service Palmetto may be permitted to provide.
6. **Acquire existing LRC Wastewater and Water Facilities from the County.** In order for Palmetto to achieve the best results for the LRC, it would propose acquiring the County's existing wastewater and water facilities and customers. The price would be based on the lower of the County's cost or an amount based on projected cash flow generated by the assets. Palmetto would file for permission with the SCPSC to charge the County's existing sewer and water rates with the agreement that the rates would be held constant for some reasonable period after acquisition.
7. **Design and Build the needed infrastructure on a phase-by-phase basis.** Unlike most municipalities that fund construction through government grants or the issuance of tax exempt bonds, Palmetto raises its capital from institutional loans and private investors. Palmetto's equity partner, Ni America, currently has unfunded equity commitments of approximately \$68 million. Because Palmetto's funding is received over time, it is not its practice to build all of the capacity outlined in long-term plans immediately, but rather to add infrastructure as needed to meet short-term demand.

Palmetto finds that this alternative approach allows it to provide service quickly where it is needed and not be burdened by cost-intensive facilities that may become stranded or have excess capacity.

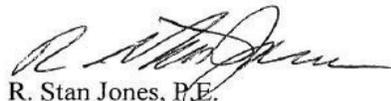
Conclusion

For over 20 years, Palmetto has partnered with developers to convert over 150 square miles of rural farm land into prospering communities with new families, businesses, and schools. Likewise, Palmetto has grown from a small utility servicing a single subdivision to the largest privately held single wastewater system in South Carolina. Its six million gallon per day wastewater treatment plant is recognized by the South Carolina Department of Health and Environmental Control (DHEC) as one of the most efficient in the state and the Rapid Infiltration Basins utilized by it to receive treated wastewater do not discharge effluent into South Carolina's pristine lakes and rivers. Palmetto prides itself in assuring the highest quality construction and maintenance of our collection systems and is rewarded with inflow and infiltration levels significantly below industry standards. It has accomplished this growth and infrastructure without any public money at a fraction of the cost incurred by neighboring utilities. Palmetto's rates are among the lowest in the area and its tap fees are significantly lower than both the County and the City of Columbia. Palmetto believes that its proposal is better than any other alternative because it can complete the County's plan for LRC by constructing facilities faster, with a lower capital investment, and with a minimal impact on the environment.

Thank you again for allowing Palmetto to submit its ideas on this exciting project. Palmetto sincerely believes that the opportunity exists for the proposed public/private partnership to be a win-win situation for all stakeholders; specifically, Palmetto, local developers, the County, its taxpayers, and residents.

If you have any questions or need any additional information, please contact me.

Sincerely yours,



R. Stan Jones, P.E.

Senior Managing Director

sjones@palmettoutilities.com

803-699-2422 (Ofc)

803-309-1288 (Cell)

Richland County Council Request of Action

Subject

Request for Construction Contract Award for Closure of Phase 1A at County Landfill [pages 113-114]

Reviews

Richland County Council Request of Action

Subject: Request for Construction Contract Award for closure of phase 1A at County Landfill

A. Purpose

The purpose of this request is to seek County Council's approval to enter into a construction contract with the lowest, most responsive bidder for the final Closure of phase 1A of the Richland County Class 2 landfill.

B. Background / Discussion

Phase 1A of the Richland County C&D class 2 landfill has reached its maximum height allowed by permit. The site began accepting Construction and demolition waste in May of 1995. In 2006 a vertical expansion was approved by SCDHEC and the facility continued to accept waste up until December of 2009. In accordance with SCDHEC Solid Waste Management Act Chapter 61, Section 44-96-10, Regulation 61-107-19, the site is required to undergo final closure process per the site's original DHEC Approved closure plan. This process requires grading of the entire 16 acre site and adding a 24 inch layer of soil. It also includes installing drainage ditches and seeding of the entire site with durable vegetation to avoid erosion of the slopes. In accordance with County procurement policy, a request for proposals was done by the procurement department. The lowest, most responsive bidder was McClam & Associates at \$443,242.00.

C. Financial Impact

There are no additional funds requested for this project. All funds necessary to complete closure of phase 1-A were approved in the fiscal year 09-10 budget process. These funds totaled \$500,000. Of this amount \$20,000 is allocated for bid documents and construction oversight. Total cost of the construction project is \$443,242.00. This would leave 10% still remaining in the budget for contingency.

D. Alternatives

1. Council is requested to allow the Procurement Director and the Solid Waste Director to move forward with negotiation and award of the contract.
2. Do not approve the request to move forward with entering into a contract for landfill closure, which could result in an DHEC enforcement act.

E. Recommendation

It is recommended for Council to approve Award of contract to the lowest, most responsive bidder

Recommended by: Paul F. Alcantar Department: Solid Waste Department
Date: 4/27/10

F. Reviews

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

Finance

Reviewed by: Daniel Driggers
✓ Recommend Council approval
Comments regarding recommendation:

Date: 5/4/10
 Recommend Council denial

Procurement

Reviewed by: Rodolfo Callwood
 Recommend Council approval
Comments regarding recommendation:

Date: 5/4/2010
 Recommend Council denial

Legal

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

Date:
 Recommend Council denial

Administration

Reviewed by: Tony McDonald
✓ Recommend Council approval
Comments regarding recommendation:

Date: 5/5/
 Recommend Council denial

Richland County Council Request of Action

Subject

Retreat: Visionary Legacy of Council [pages 116-117]

Reviews

Richland County Council Request of Action

Subject: Retreat: Visionary Legacy of Council

A. Purpose

Council is requested to consider the motion made at the April 20, 2010 Council Meeting, and direct staff as appropriate.

B. Background / Discussion

The following motion was made at the April 20, 2010 Council Meeting by Councilman Manning:

Council schedule a retreat for the sole purpose (one agenda item) of attempting to obtain a consensus on the visionary legacy this Council would like to leave. This legacy could be as broad as how the Council would like to see the County look in 10 - 20 years from now or as narrow as one great accomplishment caused by this Council. This retreat would be for no less than 1/2 a day; held in a comfortable room without conference tables; only include staff on the day of the retreat as observers available for specific questions (not equal participants or driving the agenda discussions) and no notebooks or laptop computers. This retreat would be conducted within 100 days from the acceptance of the motion and facilitated by a credentialed professional. [Manning]: Forwarded to the June D&S Committee.

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

C. Financial Impact

There is no financial impact associated with this request at this time, as further information (venue, credentialed professional facilitator, etc.) and direction from Council will need to be obtained before a financial impact can be determined.

D. Alternatives

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

E. Recommendation

Council discretion.

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 4/25/10

Recommend Approval

Recommend Denial

No Recommendation

Comments:

Legal

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation Council discretion

Comments:

Administration

Reviewed by: J. Milton Pope

Date: 4-28-10

Recommend Approval

Recommend Denial

No Recommendation

Comments: Council discretion

Richland County Council Request of Action

Subject

Special Resurfacing and Full Depth Patching Change Order [pages 119-124]

Reviews

Richland County Council Request of Action

Subject: FY 2008 Special Resurfacing and Full Depth Patching Project Change Order #4

A. Purpose

County Council is requested to approve Change Order #4 in the amount of \$11,975.00 for REA Contracting LLC for grading and paving a 300 foot section of Rockyview Drive as part of the FY 2008 special resurfacing and full depth patching project. The 300 foot section of roadway is between Rockyview Drive which was part of the 2007 Resurfacing Project and Rockyknoll Road paving which is part of Rockgate Habitat for Humanity Project for Richland County Community Development. PW was unaware of the Rocky Knoll project when this paving program was developed. This CO will cover the gap left between the two projects.

B. Background / Discussion

The resurfacing and full depth patching list was established by the R & D and Engineering Divisions.

Florence and Hutcheson, Inc., (F&H) completed the design and specifications for the FY 2008 Special Resurfacing and Full Depth Patching Project. The project was advertised on October 9, 2008 for a period of 31 days. A pre-bid meeting was held on October 28, 2008, and bids for the project were opened on November 18, 2008.

Rea Contracting LLC has been determined to be the lowest responsible and responsive bidder. The following information includes the results of the bid opening.

Bids

Contractor	Total Bid Amount
Rea Contracting LLC	\$745,855.22
Sloan Construction Company Inc.	\$783,423.57
C. R. Jackson	\$863,132.81
CBG Inc.	\$904,214.20

C. Financial Impact

The Department of Public Works Road & Drainage Division account 3020735.5272 has sufficient funding for Change Order #4 in the amount of \$11,975.00.

D. Alternatives

There are two alternatives that exist for this project and are as follows:

1. Approve Change Order #4 for Rea Contracting LLC for the FY 2008 Resurfacing and Full Depth Patching Project in the amount of \$11,975.00.
2. Do not approve Change Order #4 for Rea Contracting LLC.

E. Recommendation

It is recommended that County Council approve Change Order #4 for REA Contracting LLC for the FY 2008 Resurfacing and Full Depth Patching Project in the amount of \$11,975.00. A recommendation by F&H to approve Change Order #4 for Rea Contracting LLC is attached.

Recommended by: David R. Hoops, PE Department: Department of Public Works
 Date: 5/10/10

F. Reviews

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

Finance

Reviewed by: Daniel Driggers Date: 5/11/10
 ✓ Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

Procurement

Reviewed by: Rodolfo Callwood Date: 5/17/2010
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

Legal

Reviewed by: Larry Smith Date: 5/17/10
 ✓ Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

Administration

Reviewed by: Sparty Hammett Date: 5/17/10
 ✓ Recommend Council approval Recommend Council denial
 Comments regarding recommendation:



Florence & Hutcheson, Inc.

CONSULTING ENGINEERS

Transmittal

To: Stacy Culbreath
Department of Public Works
400 Powell Road
Columbia, SC 29203

Date: May 19, 2010

Subject: 2008 Special Resurfacing and Full Depth
Patching Project Change Order

We are forwarding the following items: Enclosed Under Separate Cover

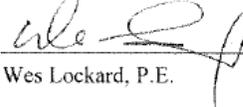
Quantity	Description
3	Change order #4for the 2008 Special Resurfacing and Full Depth Patching Project

These are transmitted as checked below:

- Approved
- Approved as Noted
- Not Approved
- Revise and Resubmit
- For Your Approval
- As Requested
- For Your Use
- For Your Files

Remarks:
Please call me at 254-5800 if you have any questions or comments. Thanks.

FLORENCE & HUTCHESON, INC.

BY: 
Wes Lockard, P.E.

P.O. Box 50800 • Columbia, SC 29250 • 501 Huger Street • Columbia, SC 29201 • (803) 254-5800 • fax (803) 929-0334
e-mail: fhcolumbia@flohut.com

**CHANGE
ORDER**

AIA DOCUMENT G701

OWNER Richland County Office of Procurement
 ARCHITECT Florence & Hutcheson
 CONTRACTOR Rea Contracting LLC
 FIELD
 OTHER

PROJECT: 2008 Special Resurfacing & Patching Project
 (name, address)

CHANGE ORDER NUMBER: Three

DATE: 3/17/2010

TO CONTRACTOR:
 Rea Contracting LLC
 PO Box 3846
 West Columbia, SC 29172

ARCHITECT'S PROJECT NO: RC-012-CN-0809

CONTRACT DATE: 3-23-09

CONTRACT FOR: Resurfacing and Patching County Streets

The Contract is changed as follows:

Rockgate Subdivision

Rea will grade and compact the existing base course for a 300' section of Rockyview Drive. We will grade the road for positive water drainage. The asphalt application will be 2" of Type C Surface Course.

The amount to complete this work is a lump sum price of \$11,975.00.

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum)(Guaranteed Maximum Price) was	\$	\$745,855.22
Net change by previously authorized Change Orders	\$	\$106,371.85
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$	\$852,227.07
The (Contract Sum)(Guaranteed Maximum Price) will be (increased)(decreased) (unchanged) by this Change Order in the amount of	\$	\$11,975.00
The (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$	\$864,202.07

The Contract Time will be (increased)(decreased)(unchanged) by (10) days.
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Florence & Hutcheson
 ARCHITECT
 501 AUGER ST
 Address
 COLUMBIA, SC 29229
 BY *[Signature]*
 DATE 3-19-10

Rea Contracting LLC
 CONTRACTOR
 PO Box 3846
 Address
 West Columbia SC 29171
 BY *[Signature]*
 DATE 3/18/2010

Richland County Office of Procurement
 OWNER
 400 Powell Drive
 Address
 Columbia SC 29203
 BY *[Signature]*
 DATE 3/22/10

**CHANGE
ORDER**

AIA DOCUMENT G701

OWNER Richland County Office of Procurement
 ARCHITECT Florence & Hutcheson
 CONTRACTOR Rea Contracting LLC
 FIELD
 OTHER

PROJECT: 2008 Special Resurfacing & Patching Project
 (name, address)

CHANGE ORDER NUMBER: Three

DATE: 3/17/2010

TO CONTRACTOR:
 Rea Contracting LLC
 PO Box 3846
 West Columbia, SC 29172

ARCHITECT'S PROJECT NO: RC-012-CN-0809

CONTRACT DATE: 3-23-09

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 The date of Substantial Completion as of the date of this Change Order therefore is

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Florence & Hutcheson ARCHITECT 501 HUGER ST. Address Columbia, SC 29229 BY <i>[Signature]</i> DATE 3-19-10	Rea Contracting LLC CONTRACTOR PO Box 3846 Address West Columbia SC 29171 BY <i>[Signature]</i> DATE 3/18/2010	Richland County Office of Procurement OWNER 400 POWELL BL Address Columbia SC 29203 BY <i>[Signature]</i> DATE 3/23/10
--	--	--

**CHANGE
ORDER**

AIA DOCUMENT G701

OWNER Richland County Office of Procurement
 ARCHITECT Florence & Hutcheson
 CONTRACTOR Rea Contracting LLC
 FIELD
 OTHER

PROJECT: 2008 Special Resurfacing & Patching Project
 (name, address)

CHANGE ORDER NUMBER: Three

DATE: 3/17/2010

TO CONTRACTOR:
 Rea Contracting LLC
 PO Box 3846
 West Columbia, SC 29172

ARCHITECT'S PROJECT NO: RC-012-CN-0809

CONTRACT DATE: 3-23-09

CONTRACT FOR: Resurfacing and Patching County Streets

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NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Florence & Hutcheson
 ARCHITECT
 501 HUGER ST.
 Address
 COLUMBIA, SC 29201
 BY *W. P. [Signature]*
 DATE 3-19-10

Rea Contracting LLC
 CONTRACTOR
 PO Box 3846
 Address
 West Columbia SC 29171
 BY *[Signature]*
 DATE 3/18/2010

Richland County Office of Procurement
 OWNER
 400 Powell Rd
 Address
 Columbia SC 29200
 BY *[Signature]*
 DATE 3/23/10

Richland County Council Request of Action

Subject

To amend the ordinance dealing with Loitering [pages 126-129]

Reviews

Richland County Council Request for Action

Subject: To amend the ordinance dealing with Loitering

A. Purpose

This request is, per Mr. Malinowski's motion, to amend Section 18-2 of the Richland County Code of Ordinances, so as to add language dealing with loitering.

B. Background / Discussion

During the Motion Period of the April 6, 2010, County Council meeting, Mr. Malinowski made a motion to amend Section 18-2 of the Richland County Code of Ordinances, so as to add language dealing with loitering. The motion was to include as part of one of the included definitions of loitering the words "and/or paraphernalia for drug use to include pipes, bongs, holders, wrappers or any other items normally construed as being implemented during drug use."

C. Financial Impact

No known financial impact.

D. Alternatives

1. Adopt an ordinance amending section 18-2.
2. Do not adopt the ordinance.

E. Recommendation

Council Discretion.

Recommended by: Elizabeth A. McLean Department: Legal Date: 4/14/10

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 4/14/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: As stated this is a policy decision for Council with no known financial impact

Legal

Reviewed by: Larry Smith

Date:

Recommend Council approval: This is a policy decision within the discretion of Council. However, since enforcement of the ordinance is within the purview of the Sheriff's Dept. Council may want to seek their input.

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: J. Milton Pope

Date: 4-14-10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion...however I forwarded the motion to the Sheriff and he did not have any objections to the motion.

**STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY**

ORDINANCE NO. _____-10HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 18, OFFENSES; SECTION 18-2, LOITERING; SO AS TO ADD ADDITIONAL LANGUAGE TO THE DEFINITION.

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

SECTION I. The Richland County Code of Ordinances; Chapter 18, Offenses; Section 18-2 (a); is hereby amended to read as follows:

Sec. 18-2. Loitering.

(a) *Definitions.* As used in this section, "loitering" shall mean remaining idle in essentially one (1) location, spending time idly, loafing or walking around aimlessly in a public place in such manner as to:

- (1) Create or cause to be created any disturbance or annoyance to the comfort and repose of any person;
- (2) Create or cause to be created a danger of a breach of the peace;
- (3) Obstruct or hinder the free passage of vehicles or pedestrians;
- (4) Obstruct or interfere with any person lawfully in any public place;
- (5) Engage in begging;
- (6) Engage in gambling;
- (7) Engage in prostitution;
- (8) Solicit or engage in any business, trade or commercial transaction unless specifically authorized or licensed to do so;
- (9) Unlawfully use or possess an unlawful drug and/or paraphernalia for drug use to include pipes, bongs, holders, wrappers or any other items normally construed as being implemented during drug use;
- (10) Unlawfully use or possess alcoholic beverages, beer or wine.

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE _____ DAY

OF _____, 2010

Michielle R. Cannon-Finch
Clerk of Council

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

Richland County Council Request of Action

Subject

Traffic signal synchronization and Timing to improve air quality by reducing vehicle emissions [pages 131-134]

Reviews

Richland County Council Request of Action

Subject: Traffic Signal Synchronization and Timing
To improve Air Quality by reduced vehicle emissions

A. Purpose

Direct staff to coordinate with SCDOT and DHEC a study of traffic control devices in unincorporated Richland County to reduce vehicle emissions by reducing traffic flow disruptions.

Direct staff to study requiring ingress/egress turn lanes for all business and residential construction that would cause a slowdown to traffic on the road servicing the facility.

B. Background / Discussion

Increasing air contamination in the Columbia metropolitan area may result in EPA sanctions that could affect future development and the health of its residents.

It is well documented that vehicle emissions are highest when vehicles are accelerating. High concentrations of emissions also exist where vehicles are stationary, such as at signals.

C. Financial Impact

The financial impact will be determined as part of the studies.

D. Alternatives

1. Direct staff to determine the feasibility and cost effectiveness of improving traffic flow by use of signal synchronization and timing. Determine the effects and cost of requiring turning lanes on all business and residential construction that would slow down traffic on the road servicing the facility.
2. Do not direct staff to study traffic flow and the impact of requiring turning lanes.

E. Recommendation

This request is at Council's discretion.

Recommended by: Honorable Bill Malinowski

Date: April 6, 2010

F. Reviews

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

Public Works

Reviewed by: David Hoops

X

Recommend Council denial

Comments regarding recommendation:

Date: 4/15/10

Recommend Council approval

Finance

Reviewed by: Daniel Driggers

✓ Recommend Council approval

Comments regarding recommendation:

Date: 4/15/10

Recommend Council denial

Legal

Reviewed by: Larry Smith

✓ Recommend Council approval

Comments regarding recommendation:

Date: 4/15/10

Recommend Council denial

Administration

Reviewed by: Sparty Hammett

✓ Recommend Council approval

Comments regarding recommendation:

Date: 4/15/10

Recommend Council denial

MEMORANDUM

TO: Sparty Hammett, Assistant County Administrator
FROM: Carl D. Gosline, AICP, PTP - RC Transportation Planner
DATE: May 18, 2010
RE: Response to Councilman Malinowski's traffic synchronization request

Study traffic control devices

The County maintains only two traffic signals. DPW does not currently have the in-house expertise to conduct traffic studies, especially traffic synchronization studies. Therefore, significant outside consultant funds would need to be allocated to DPW for this purpose.

More importantly, SCDOT is already engaged in a long range program to modernize all the traffic signals in the state to meet current federal standards. It is a very expensive process which is significantly hampered by ever **decreasing** state transportation revenues. The SCDOT is doing the best they can with the funds available.

I suppose it might be possible for the county to enter into an agreement with SCDOT to allow us to contract separately for outside consultants for certain corridors, or segments, thereof. If some funding was made available, it is certainly worth exploring the idea.

Study turning lanes

The principal issue here is the County has the clear **authority** to require more stringent standards than those required by SCDOT should we so chose. The SCDOT standards are based on well documented analysis and experience. SCDOT's position in this regard is that require land development projects to meet local standards, even if they are more restrictive than theirs.

While we have the authority to do it, we still have to prove that our requirements meet the health, safety and welfare test. It would be a very interesting test case that would expensive to defend

The problem is that the County would likely have a difficult time proving (in court) why we chose to be more stringent than justified by reams of engineering studies, experience, etc as evidenced in the various state and national recognized traffic engineering manuals. If I am the petitioner in litigation against the County in such a matter, the first person I call to the witness stand is SCDOT.

However, the County will likely be able to make some changes in policies and procedures, such as but not limited to, turning lanes, as we begin the implementation portion of the Complete Streets Program this summer. In other words, I believe we will be able to subtly accomplish some of Councilman Malinowski's objectives.

Background

It is true that the midlands will be designated Non-Attainment (in violation of the National Air Quality Standards), probably this summer. It is unavoidable and it MAY eventually result in sanctions. However, sanctions will not come, **UNLESS** the whole Non-Attainment (NA) area fails to take corrective actions that will be developed in the next couple of years.

The next big step is EPA's determination of the area to be included in the NA designation. It will likely be a seven county area.

Most automobile emissions occur in congested situations, not accelerating conditions. Therefore, one of the big NA efforts will be more intensive "congestion management" actions, i.e. different land use patterns, road projects, transit, etc, etc. Traffic signal synchronization will certainly be one of the principal "congestion management" techniques employed. All future road projects will be modeled by DHEC to ensure conformance with NA conformance measures.

Financial Impact

Some sort of large project fiscal analysis requirement would help the county get better information regarding the balance between road infrastructure costs vs public benefits. The various required consulting services' costs could easily get into the hundreds of thousands of dollars very quickly.

Alternatives

Do not direct staff to study traffic flow and turning lanes.

The Department is closely coordinating these efforts with SCDOT and the CMCOG. In the foreseeable future, I do not think is necessary to duplicate this effort. The county could certainly revisit this issue after some experience operating under the NA designation.

The County will get the necessary information through cooperation rather than direct County expenditure. The NA designation will force far greater levels of intergovernmental, private industry, coordination and cooperation than anyone in the midlands can imagine

Richland County Council Request of Action

Subject

Ensure that any negotiations with the Fire Department, City and County, make it a priority to keep ISO ratings and is in the best interest of the citizens and Firefighter Safety [page 136]

Reviews

Motion: Ensure that any negotiations with the Fire Departments, City and County, make a priority to keep ISO ratings and is in the best interest of the citizens and fire fighter safety.

Richland County Council Request of Action

Subject

Review all Engineering and Architectural Drawing requirements to make sure there is no unnecessary charge or expense to citizens [pages 138-141]

Reviews



RICHLAND COUNTY

Department of Public Works

C. Laney Talbert Center

400 Powell Road

Columbia, South Carolina 29203

Voice: (803) 576-2400 Facsimile (803) 576-2499

<http://www.richlandonline.com/departments/publicworks/index.asp>



MEMO

To: Sparty Hammett, Assistant County Administrator

From: David Hoops, Director

Re: Review of Engineering and Architectural Requirements for Submittals to Public Works

Date: February 17, 2010

The following are requirements for site plan/land disturbance permit applications to Public Works. The red type indicates where our requirements are dictated by other entities, such as DHEC, EPA or SCDOT. Most documents are required under the general National Pollutant Discharge Elimination System (NPDES) Permit that has been issued to Richland County. We could reduce the number of plans submitted to Public Works for small projects to one (1) full size copy. Also, for small projects where only structures are being erected, we could limit our submittal to the Notice of Intent (NOI) (as required by SCDHEC) and not require any plans submitted to Public Works. It is very difficult to generalize this reduction in plan submittals or describe the conditions when it may apply. I believe it would have to be applied by the plan reviewer on a project by project basis.

Required Plan and Calculations submittals for Public Works NPDES Approval

Projects (0 -1 acre)

- **Required by Richland County**
 1. **2 - Full-Size Complete Sets of Engineering Drawings 24" x 36"**
 2. **1 - Reduced Complete Set of Engineering Drawings 11" x 17"**
- **Required by others**
 3. **Notice of Intent Form (DHEC)** *Does not have to be prepared by a P.E. {2-Page Standard DHEC Form}*
 4. **Copy of the Richland County Plan Review Checklist** *{7-Page Standard Form that's required by SCDHEC to show what is applicable and not applicable to your project}*

5. **Permanent Storm Water Maintenance Agreement** *[If Applicable]{1-Page Standard DHEC Form}*
6. **Project Narrative** *{1-Page Requirement}*
7. **Copy of SCDOT Encroachment Permit Application** *[If Applicable]{ Standard SCDOT Form, required by SCDOT if tying into their road system}*
8. **Drainage Calculations** *[If Applicable] {Supporting Technical Documentation}*
9. **Storm Water Pollution Prevention Plan (Level 1)** *{Plan or Manual Format, Required by EPA}*

Projects (1-10 acres)

- **Required by Richland County**
 1. **2 - Full-Size Complete Sets of Engineering Drawings** 24" x 36"
 2. **1 - Reduced Complete Set of Engineering Drawings** 11" x 17"
- **Required by others**
 3. **Notice of Intent Form (DHEC)** *(Has to be prepared by a P.E) .{2-Page Standard DHEC Form}*
 4. **Copy of the Richland County Plan Review Checklist** *{7-Page Standard Form that's required by SCDHEC to show what is applicable and not applicable to your project}*
 5. **Permanent Storm Water Maintenance Agreement** *1-Page Standard DHEC Form}*
 6. **Project Narrative** *{1-Page Requirement}*
 7. **Copy of SCDOT Encroachment Permit Application** *[If Applicable]{ Standard SCDOT Form, required by SCDOT if tying into their road system}*
 8. **Drainage Calculations** *{Supporting Technical Documentation}*
 9. **Storm Water Pollution Prevention Plan (Level 2)** *{Manual Format, Required by EPA}*

Projects (10+ acres)

- **Required by Richland County**
 1. **2 - Full-Size Complete Sets of Engineering Drawings** 24" x 36"
 2. **1 - Reduced Complete Set of Engineering Drawings** 11" x 17"
- **Required by others**
 3. **Notice of Intent Form (DHEC)** *(Has to be prepared by a P.E) .{2-Page Standard DHEC Form}*
 4. **Copy of the Richland County Plan Review Checklist** *{7-Page Standard Form that's required by SCDHEC to show what is applicable and not applicable to your project}*

5. **Permanent Storm Water Maintenance Agreement***{1-Page Standard DHEC Form}*
6. **Project Narrative** *{1-Page Requirement}*
7. **Copy of SCDOT Encroachment Permit Application** *[If Applicable] { Standard SCDOT Form, required by SCDOT if tying into their road system}*
8. **Drainage Calculations** *{Supporting Technical Documentation}*
9. **Storm Water Pollution Prevention Plan (Level 2)** *{Manual Format, Required by EPA}*

Memo

To: Sparty Hammett, Assistant County Administrator
CC: Anna Almeida, Deputy Planning Director
From: Geonard H. Price, Zoning Administrator
Date: 16 February 2010
Re: Architectural and Engineering Requirements

The request to determine unnecessary fees is targeted primarily towards land development permits. Staff has determined the fee structure associated with plan submittals should remain as is.

The major cost to applicants comes from the requirement of having plans prepared by a professional (i.e., engineer, surveyor, or architect). The Land Development Code (LDC) provides that minor land development plans must be drawn to scale, but are not required to be prepared by a professional. The determination that the plans must be professionally prepared would come from another department (such as Public Works).

As for major land developments, the plans are required by the LDC to be professionally prepared. It is staff's contention that due to the complex nature of the projects that would fall under this category, professional preparation of plans is required.

Richland County Council Request of Action

Subject

Sease Road [pages 143-156]

Reviews



RICHLAND COUNTY

Department of Public Works

C. Laney Talbert Center

400 Powell Road

Columbia, South Carolina 29203

Voice: (803) 576-2400 Facsimile (803) 576-2499

<http://www.richlandonline.com/departments/publicworks/index.asp>



MEMO

To: Assistant Administrator Sparty Hammett
Fr: PW Director David Hoops
Re: Sease Road extension/improvement project update

Date: May 17, 2010

The result of several meetings with the Town of Irmo was the town's proposal to take responsibility for the improvements necessary on Broad River Road (March 3, 2010 letter). This leaves Richland County responsible for the Sease Road improvements including construction of a railroad crossing. To have the most accurate information possible I have requested updated cost estimates from our consultant and from CSX. Attached please find the revised preliminary cost estimate for the roadway construction and force account estimate from CSX

Estimated Project Cost:

Right of way (paid)	\$ 28,289
Engineering (paid)	\$ 25,744
Engineering (to complete)	\$ 18,985
Sease Road Construction	\$ 298,638
CSX Crossing	\$ 318,984
Contingencies (10% of const.)	\$ <u>69,064</u>

Total Estimated Project Cost \$ 759,704

Quantity Estimates

12-Mar-10

RICHLAND COUNTY SEASE ROAD
 BASED ON PRELIMINARY CONSTRUCTION - 3/12/2010

File or Pin Number

Total Contract Amount

Length of project in Miles or km:
 0.626

\$298,638.00

Units of Measurement in (English or Metric):
 English

This is a Preliminary study to estimate the cost for the Sease Road
 Project ONLY (does not include US 76/176)

Item Number	Description	FINAL PLAN QUANTITY	Unit	Price	Amount
1031000	MOBILIZATION	1.000	LS	\$8,000.00	\$8,000.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	1.000	EA	\$5,000.00	\$5,000.00
1071000	TRAFFIC CONTROL	1.000	LS	\$3,000.00	\$3,000.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	1.000	LS	\$15,000.00	\$15,000.00
2024100	REMOVAL & DISPOSAL OF EXISTING CURB	110.000	LF	\$12.00	\$1,320.00
2031000	UNCLASSIFIED EXCAVATION	1563.000	CY	\$6.00	\$9,378.00
2033000	BORROW EXCAVATION	4385.000	CY	\$8.00	\$35,080.00
2081001	FINE GRADING	5100.000	SY	\$1.50	\$7,650.00
2103000	FLOWABLE FILL	10.000	CY	\$120.00	\$1,200.00
3050106	GRADED AGGREGATE BASE COURSE (6" UNIFORM)	5550.000	SY	\$7.50	\$41,625.00
3069900	MAINTENANCE STONE	50.000	TON	\$35.00	\$1,750.00
4011004	LIQUID ASPHALT BINDER PG64-22	20.000	TON	\$475.00	\$9,500.00
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	20.000	SY	\$3.00	\$60.00
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	520.000	TON	\$55.00	\$28,600.00
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	400.000	TON	\$54.00	\$21,600.00
6041200	BARRICADE - TYPE 3	36.000	LF	\$35.00	\$1,260.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	392.000	SF	\$7.50	\$2,940.00
6250005	4" WHITE BROKEN LINES (GAPS EXCLUDED)-FAST DRY PAINT	120.000	LF	\$0.35	\$42.00
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES)-FAST DRY PAINT	70.000	LF	\$6.00	\$420.00
6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT)-FAST DRY PAINT	6.000	EA	\$60.00	\$360.00
6250045	RAILROAD CROSSING SYMBOLS - FAST DRY PAINT	2.000	EA	\$100.00	\$200.00
6260105	4" YELLOW BROKEN LINES(GAPS EXC) - FAST DRY PAINT	100.000	LF	\$0.35	\$35.00
6260110	4"YELLOW SOLID LINE(PVT EDGE&NO PASSING ZONE)-FAST DRY PAINT	3140.000	LF	\$0.30	\$942.00
6271005	4" WHITE BROKEN LINES(GAPS EXCL.)THERMOPLASTIC- 90 MIL	120.000	LF	\$0.35	\$42.00
6271025	24" WHITE SOLID LINES (STOP/DIAG LINES)-THERMO-125 MIL	70.000	LF	\$3.90	\$273.00
6271030	WHITE SINGLE ARROWS (LT, STRGHT, RT) THERMO-125 MIL	6.000	EA	\$75.00	\$450.00
6271045	RAILROAD CROSSING SYMBOLS - THERMOPLASTIC - 125 MIL	2.000	EA	\$150.00	\$300.00
6271064	4" YELLOW BROKEN LINES(GAPS EXC)THERMOPLASTIC - 90 MIL	100.000	LF	\$0.35	\$35.00
6271074	4" YELLOW SOLID LINES(PVT EDGE LINES) THERMO-90 MIL	3140.000	LF	\$0.35	\$1,099.00
6300005	PERMANENT CLEAR PAVEMENT MARKERS- MONO-DIR.- 4"X4"	6.000	EA	\$4.50	\$27.00
6301005	PERMANENT YELLOW PAVEMENT MARKERS MONO-DIR.- 4"X4"	10.000	EA	\$4.50	\$45.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS BI-DIR.- 4"X4"	60.000	EA	\$4.50	\$270.00
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN	36.500	SF	\$25.00	\$912.50
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	74.000	LF	\$10.00	\$740.00
7141113	18" RC PIPE CUL-CLASS III	484.000	LF	\$30.00	\$14,520.00
7141116	36" RC PIPE CUL-CLASS III	98.000	LF	\$70.00	\$6,720.00
7203130	CONCRETE CURB AND GUTTER(1'-6" OGEE)	2300.000	LF	\$13.00	\$29,900.00
8041020	RIP-RAP (CLASS B)	23.000	TON	\$65.00	\$1,495.00
8048210	GEOTEXTILE FOR EROSION CONTROL UNDER RIPRAP(CLASS 2)TYPE C	70.000	SY	\$3.50	\$245.00
8051100	STEEL BEAM GUARDRAIL	300.000	LF	\$20.00	\$6,000.00
8052300	END TERMINAL - TYPE T	4.000	EA	\$2,200.00	\$8,800.00
8071000	RESET FENCE	24.000	LF	\$6.00	\$144.00
8072000	RESET CHAIN-LINK FENCE	300.000	LF	\$8.00	\$2,400.00
8100100	PERMANENT COVER	0.650	ACRE	\$1,100.00	\$715.00
8100200	TEMPORARY COVER	0.325	ACRE	\$800.00	\$260.00
8101110	STRAW OR HAY MULCH WITH TACKIFIER	0.350	ACRE	\$950.00	\$332.50
8101120	STABILIZED MULCH MATRIX (SMM)	0.300	ACRE	\$1,100.00	\$330.00
8104005	FERTILIZER (NITROGEN)	33.000	LB	\$2.00	\$66.00
8104010	FERTILIZER (PHOSPHORIC ACID)	33.000	LB	\$1.50	\$49.50
8104015	FERTILIZER (POTASH)	33.000	LB	\$1.50	\$49.50
8105005	AGRICULTURAL GRANULAR LIME	650.000	LB	\$0.45	\$292.50
8109050	WATERING	54300.000	GAL	\$0.07	\$3,801.00
8109901	MOWING	0.650	ACRE	\$250.00	\$162.50
8151111	TEMPORARY EROSION CONTROL BLANKET (CLASS A)	0.100	MSY	\$1,400.00	\$140.00
8152007	SEDIMENT TUBE	50.000	LF	\$10.00	\$500.00
8153000	SILT FENCE	750.000	LF	\$2.50	\$1,875.00
8153090	REPLACE/REPAIR SILT FENCE	200.000	LF	\$2.00	\$400.00

Quantity Estimates

12-Mar-10

RICHLAND COUNTY SEASE ROAD
 BASED ON PRELIMINARY CONSTRUCTION - 3/12/2010

File or Pin Number

Total Contract Amount

\$298,638.00

Length of project in Miles or km:

0.626

Units of Measurement in (English or Metric):

English

This is a Preliminary study to estimate the cost for the Sease Road Project ONLY (does not include US 76/176)

Bids Number	Description	FINAL PLAN QUANTITY	Unit	Price	Amount
8154000	SILT BASINS	10.000	CY	\$9.50	\$95.00
8154010	CLEANING SILT BASINS	20.000	CY	\$4.50	\$90.00
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	200.000	LF	\$2.00	\$400.00
8156405	AGGREGATE NO.5 FOR EROSION CONTROL (6" UNIFORM)	20.000	SY	\$20.00	\$400.00
8156490	STABILIZED CONSTRUCTION ENTRANCE	20.000	SY	\$15.00	\$300.00
9800000	TYPE "A" CATCH BASIN	10.000	EA	\$1,900.00	\$19,000.00

Total = **\$298,638.00**

TOTAL ESTIMATED COST DOES NOT INCLUDE CONTINGENCIES, R/W ACQUISITION, AND UTILITY RELOCATION.

ESTIMATED PROJECT COSTS
SUMMARY

PROJECT INCLUDES: RICHLAND COUNTY		
Sease Rd. Paving Project		
NOTE: THIS PROPOSAL IS FOR F&H TO FINISH THE SEASE ROAD PLANS ONLY (DOES NOT INCLUDE THE WIDENING OF US 76/176)		
PHASE I	Surveys & Utility Updates	
	Sease Road Paving Project	\$2,519.05
	TOTAL	\$2,519.05
PHASE II	Erosion Control Design and Plan Development	
	Sease Road Paving Project	\$4,696.50
	TOTAL	\$4,696.50
PHASE III	Plan Revisions (Typicals, quantities, plan revisions, standard drawing updates)	
	Sease Road Paving Project	\$6,779.66
	TOTAL	\$6,779.66
PHASE III	Permit Application and Construction Inspection	
	Sease Road Paving Project	\$4,990.08
	TOTAL	\$4,990.08
PROJECT TOTAL		\$18,985.29

FLORENCE & HUTCHESON, INC.

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - SC0043

ESTIMATE SUBJECT TO REVISION AFTER: 10/25/2010 DOT NO.: TBD
 CITY: Irmo COUNTY: Richland STATE: SC
 DESCRIPTION: New grade crossing with automatic traffic control devices for extension of Sease Road at CSXT.

DIVISION: Florence SUB-DIV: C N and L MILE POST: C 12.40
 AGENCY PROJECT NUMBER: 8.T690401 (R-2559C)

PRELIMINARY ENGINEERING:

200 Labor (Non Contract)		\$	2,700
200 Additive	31.34%	\$	846
230 Expenses		\$	470
212 Contracted & Administrative Engineering Services		\$	33,123
Subtotal		\$	37,139

CONSTRUCTION ENGINEERING/INSPECTION:

200 Labor (Non Contract)		\$	540
200 Additive	31.34%	\$	169
230 Expenses		\$	94
212 Contracted & Administrative Engineering Services		\$	4,870
Subtotal		\$	5,673

FLAGGING SERVICE: (Contract Labor)

070 Labor (Conductor-Flagman)		\$	-
050 Labor (Foreman/Inspector)		\$	5,040
070 Additive	131.93% (Transportation Department)	\$	-
050 Additive	153.46% (Engineering Department)	\$	7,734
230 Per Diem	(Engineering Department)	\$	1,125
230 Expenses		\$	-
Subtotal		\$	13,899

SIGNAL & COMMUNICATIONS WORK: (Details Attached) \$ 157,452

TRACK WORK: (Details Attached) \$ 66,464

ACCOUNTING & BILLING:

040 Labor		\$	3,600
040 Additive	159.92%	\$	5,757
Subtotal		\$	9,357

PROJECT SUBTOTAL

900 <u>CONTINGENCIES:</u>	10.00%	\$	289,985
		\$	28,999

GRAND TOTAL ***** \$ **318,984**

DIVISION OF COST:

Agency	<u>100.00%</u>	\$	318,984
Railroad		\$	-
TOTAL *****		\$	318,984

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by:

DATE: 4/28/2010

J. Schofield, ARCADIS

REVISED:

Approved by:

DATE:

CSXT Public Project Group

Form Revised 03-02-2010-LLS

Project Summary Sheet

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

Page 1 of 3

ACCT. CODE : 709 - SC0043
Pub EB - SC EB3 (SC)

ESTIMATE SUBJECT TO REVISION AFTER:	10/25/2010	DOT NO.: TBD
CITY: Irmo	COUNTY: Richland	STATE: SC
DESCRIPTION: New grade crossing with automatic traffic control devices for extension of Sease Road at CSXT.		
DIVISION: Florence	SUB-DIV: C N and L	MILEPOST: C 12.40
DRAWING NO.: _____	DRAWING DATE: _____	
AGENCY PROJECT NUMBER: 8.T690401 (R-2559C)		

PRELIMINARY ENGINEERING:

200	Labor (Non Contract)		10	Days @	\$ 270.00	\$	2,700
200	Additive	31.34%				\$	846
230	Expenses					\$	470
212	Contracted & Administrative Engineering Services					\$	33,123
	Subtotal					\$	37,139

CONSTRUCTION ENGINEERING/INSPECTION:

200	Labor (Non Contract)		2	Days @	\$ 270.00	\$	540
200	Additive	31.34%				\$	169
230	Expenses					\$	94
212	Contracted & Administrative Engineering Services					\$	4,870
	Subtotal					\$	5,673

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)		0	Days @	\$ 350.00	\$	-
50	Labor (Foreman/Inspector)		15	Days @	\$ 336.00	\$	5,040
70	Additive	131.93% (Transportation Department)				\$	-
50	Additive	153.46% (Engineering Department)				\$	7,734
230	Expenses	(Engineering Department)	15	Days @	\$ 75.00	\$	1,125
230	Expenses	(Transportation Department)	0	Days @	\$ 45.00	\$	-
	Subtotal					\$	13,899

COMMUNICATIONS WORK:

	Temporary (Details Attached)					\$	-
	Permanent (Details Attached)					\$	-
	Subtotal					\$	-

TRACK: LABOR

50	Traffic Control		0	MAN-HRS	\$ 24.00	\$	-
50	Remove Existing Crossing		56	MAN-HRS	\$ 24.00	\$	1,344
50	Renew Cross Ties		0	MAN-HRS	\$ 24.00	\$	-
50	Renew Rail		0	MAN-HRS	\$ 24.00	\$	-
50	Install OTM		0	MAN-HRS	\$ 24.00	\$	-
50	Install Field Welds		32	MAN-HRS	\$ 24.00	\$	768
50	Install Geo-Textile Fabric		0	MAN-HRS	\$ 24.00	\$	-
50	Install Sub-Drains		0	MAN-HRS	\$ 24.00	\$	-
50	Install Ballast		0	MAN-HRS	\$ 24.00	\$	-
50	Line and Surface		64	MAN-HRS	\$ 24.00	\$	1,536
50	Install Crossing Materials		70	MAN-HRS	\$ 24.00	\$	1,680
50	Install Bituminous Pavement		0	MAN-HRS	\$ 24.00	\$	-
50	Material Delivery		48	MAN-HRS	\$ 24.00	\$	1,152
50	Build Track Panel		112	MAN-HRS	\$ 24.00	\$	2,688
50	Install Panel		70	MAN-HRS	\$ 24.00	\$	1,680

Force Account Worksheet

Item# 19

Attachment number 1
Page 6 of 14

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

Page 2 of 3

ACCT. CODE : 709 - SC0043
Pub EB - SC EB3 (SC)

50	Clean-Up		48	MAN-HRS	\$ 24.00	\$	1,152
50	Additive	153.46%				\$	18,415
230	Per Diem		50	MAN-DAY	\$ 90.00	\$	4,500
	Subtotal					\$	34,915
	<u>TRACK: MATERIAL</u>						
220	Cross Ties, Main Line		54	EA	\$ 39.00	\$	2,106
220	Cross tie - pre-plated		0	EA	\$ 83.50	\$	-
220	Cross-tie - Borate		0	EA	\$ 56.00	\$	-
220	Crossties, 10' Length		0	EA	\$ 46.00	\$	-
220	Tie plates		108	EA	\$ 10.51	\$	1,135
220	Rail, 136RE, New		160	LF	\$ 21.00	\$	3,360
220	Misc. OTM		1	LOT	\$ -	\$	-
210	Geo-Textile Fabric		0.5	RL	\$ 930.00	\$	465
210	Sub-Drains		160	LF	\$ 6.00	\$	960
220	Ballast - Car load		0	NT	\$ 12.00	\$	-
220	Ballast - Trucked in		50	NT	\$ 45.00	\$	2,250
220	Field Welds		4	EA	\$ 100.00	\$	400
			0		\$ -	\$	-
			0		\$ -	\$	-
210	Concrete Full Width		0	TF	\$ 250.00	\$	-
210	Concrete/Rubber Xing (CSX)		0	TF	\$ 200.00	\$	-
210	Rubber Crossing, Full Depth		0	TF	\$ 325.00	\$	-
210	Timber/Asphalt Crossing (CSX Standard)		105	TF	\$ 42.00	\$	4,410
210	Bituminous Material		0	NT		\$	-
210	Sales Tax on Material	7.00%				\$	1,056
210	Material Handling	5.00%				\$	754
	Subtotal					\$	16,896
	<u>CONTRACT:</u>						
215	Asphalt Paving (In Place)		18	NT	\$ 160.00	\$	2,880
241	Disposal of Waste Materials		0	TF	\$ 15.00	\$	-
215	Maintenance of Traffic		0	DAY	\$ 350.00	\$	-
	Subtotal					\$	2,880
241	<u>EQUIPMENT RENTAL:</u>						
	Subtotal					\$	12,000
50	<u>WORK TRAIN:</u>						
	Subtotal		0	DAY	\$ 2,100.00	\$	-
	<u>SALVAGE:</u>						
228	Rail		3.5	NT	\$ 65.00	\$	(228)
228	OTM		0	NT	\$ 75.00	\$	-
	Subtotal					\$	(228)
	<u>SIGNAL WORK:</u>						
210	Material - Field & Consumables					\$	-
210	Material - Sales Tax					\$	-
220	Material - Shop					\$	-
60	Construction Labor					\$	-
65	Shop Labor					\$	-
230	Per Diem					\$	-
200	RR Engineering,Preliminary					\$	-

Force Account Worksheet

Item# 19

Attachment number 1
Page 7 of 14

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - SC0043
Pub EB - SC EB3 (SC)

200	RR Engineering,Construction			\$	-
60	Additives to Construction Labor			\$	-
65	Additives to Shop Labor			\$	-
200	Additives to Engineering			\$	-
241	Equipment Expense			\$	-
241	Waste Management			\$	-
212	Contract Engineering			\$	-
211	Freight			\$	-
216	AC Power Service			\$	-
228	Salvage			\$	-
900	Other			\$	157,452
	Subtotal			\$	<u>157,452</u>

ACCOUNTING & BILLING:

40	Labor		18 Days @	\$ 200.00	\$ 3,600
40	Additive	159.92%			\$ 5,757
	Subtotal				\$ <u>9,357</u>

PROJECT SUBTOTAL:

				\$	289,985
900	<u>CONTINGENCIES:</u>	10.00%		\$	28,999

GRAND TOTAL ***** \$ 318,984

DIVISION OF COST:

Agency	<u>100.00%</u>	\$	318,984
Railroad	<u>0.00%</u>	\$	-
TOTAL *****		\$	<u>318,984</u>

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Assistant Chief Engineer Public Projects—Jacksonville, Florida

Estimated prepared by: J. Schofield, ARCADIS

Approved by:

CSXT Public Project Group

DATE: 4/28/2010

REVISED:

DATE:

Form Revised 03-02-2010-LLS

Estimate No. 116927
CSX Transportation

Sease Rd. - Installation of automatic warning devices (FLS&Gs) to accommodate the proposed extension of Sease Road across the track (reference SC2000012 for p

Irmo, SC

DOT: 927705E

OP: SC0043

CSX Project: SC2008045

Summary

Material	\$ 53,061
Sales Tax	\$ 3,184
Labor:	
Construction Labor (74 man-days).....	\$ 19,756
Shop Labor (5 man-days).....	\$ 800
Subsistence (74 man-days).....	\$ 7,770
Railroad Engineering, Preliminary	\$ 3,971
Railroad Engineering, Construction	\$ 2,963
Additives to Construction Labor	\$ 21,726
Additives to Shop Labor	\$ 997
Additives to Engineering	\$ 2,822
Equipment Expenses (19 work days).....	\$ 12,350
Waste Management (16 work days).....	\$ 192
Contract Engineering	\$ 11,799
Freight	\$ 3,600
Poleline Removal	\$ 0
AC Power Service	\$ 2,500
Salvage	\$ -1
Previous Engineering	\$ 9,963
(survey , design, and design review)	
<hr/>	
TOTAL ESTIMATE COST	\$ 157,452

Date: 04/21/2010
 Estimated By: Scott Elliott

NOTE: This estimate should be considered void one year from date of estimate.

**Shop Material List for CSX Project: SC2008045 (Effective: 04/21/2010)
Installation of Automatically Controlled Flashing Lights & Gates
Irmo, SC - C 12.51**

Catalog Num	Cond	Unit Price	Qty	Cost	Description
020-0003401	1	8480.00	1	8480.00	HOUSE 8X8L ALUM INCLUDES 7 SHELFS, FARADAY CLOSET, 240V
020-0017120	1	11.33	8	90.64	BLOCK TERMINAL 12 POST SINGLE STRIP AAR 14.1.6 WITH 1 AAR
020-0017209	1	264.32	1	264.32	TRANSFORMER 010520-20X LIGHT 300 VA MOD SLT-20 SAFETRAN
020-0017311	1	23.52	4	94.08	RESISTOR ADJUSTABLE 0.035 TO 1.50 OHMS SLIDE TYPE AAR
020-0021965	1	8.96	1	8.96	EXTRACTOR DWG 59688-4 TERMINAL GRS CAT P3-308 REF
020-0022651	1	49.01	5	245.05	PLUGBOARD KIT TYPE B1 OR ST1 RELAY ASSEMBLY WITH 12 EACH
020-0022701	1	68.00	24	1632.00	ARRESTER LPC 15012-1 0-30V DC OR 0-24V AC RATED AT 15 AMP
020-0025595	1	20.72	1	20.72	WRENCH DWG 55393-3 GR1 "E" TERMINAL POST NUT GRS CAT
020-0053360	1	406.56	3	1219.68	CHARGER BATTERY ELC 12/20 S 20 AMP 10-19.9 VDC ROTARY SW
020-0660075	1	442.18	1	442.18	ARRESTER GE 9L10KAA212 FOR APPLICATION ON 120 VOLT
020-0750090	1	0.08	3	0.24	NUT INSULATED USE ON AAR BINDING POST TERMINAL FOR
020-0770060	1	13.44	4	53.76	ARRESTER US&S N451552-0201 TRACK SERIES RED LABEL USGA
020-1940055	1	14.22	1	14.22	CONTAINER CIRCUIT PRINT 24" SCHEDULE 20 4" PVC PIPE WITH
020-2552460	1	7539.03	1	7539.03	DETECTOR HARMON 300608-200 PMD-3R SYSTEM W/8KHZ RSI AND
020-3430110	1	311.00	1	311.00	RELAY SAFETRAN 400004 500 OHMS CONTACTS 4FB-2F-1B CSX
020-3430115	1	318.53	1	318.53	RELAY SAFETRAN 400005 500 OHMS CONTACTS 4FB HEAVY DUTY
020-3430135	1	362.64	1	362.64	RELAY SAFETRAN 400213 460 OHMS CONTACTS 2FB CSX
020-3430170	1	318.53	1	318.53	RELAY SAFETRAN 400800-CSX 100/100 OHMS CONTACTS 6FB
020-3430185	1	313.63	1	313.63	RELAY SAFETRAN 400700-X 60 OHMS CONTACTS 4FB CSX
020-4200100	1	6.04	3	18.12	CONNECTOR BUS 1" CENTERS 1/2" X 36" 18 GAGE PUNCHED 1/4" X
020-4200340	1	1.65	4	6.60	LINK TEST ASSEMBLY 1" CENTERS COMPLETE WITH INSULATED
020-4200360	1	4.48	9	40.32	LINK TEST ASSEMBLY 2-3/8" CENTERS COMPLETE WITH CENTER
020-8000067	1	14.61	2	29.22	LOCK AMERICAN H10SIGRA CSX SIGNAL PADLOCK WITH BLACK
020-8100034	1	2503.80	1	2503.80	RECORDER EVENT HARMON HAWK ASSEMBLY COMPLETE WITH
Total Cost: \$				24,327.27	

**Field Material List for CSX Project: SC2008045 (Effective: 04/21/2010)
Installation of Automatically Controlled Flashing Lights & Gates
Irmo, SC - C 12.51**

Catalog Num	Cond	Unit Price	Qty	Cost	Description
020-0013686	1	40.43	1	40.43	BOOTLEG KIT CSX RAIL CONN W/15 FT 3/16 IN BDSTRAND 6/64
020-0013908	1	6.41	350	2243.50	CABLE UG COMPOSITE 19 CONDUCTOR INCLUDES 13
020-0025145	1	320.49	2	640.98	SHUNT ENCLOSURE INTERRAIL P/N IRS-SE8A WAYSIDE MOUNT
020-0052475	1	11.20	4	44.80	ARM EXTENSION 10-1/2" ALUM WITH 3/8" DIAMETER MOUNTING
020-0053245	1	1.43	150	214.50	CABLE UG 3 COND NO 9 AWG SOLID C CSX SPEC SS796 SHOW
020-0054075	1	988.90	2	1977.80	GATE GARD NORMAL MOVEMENT COMPLETE WITH SHEAR PIN AND
020-0055421	1	18.61	6	111.66	BRACKET SIGN 4" OR 5" MAST W/1/2" U-BOLT FOR ALL SIGNS
020-0056678	1	5039.31	2	10078.62	SIGNAL 0221-L GCWD GATE ASSY DWG SS222 INCLS ADJ 19 TO 28
020-0057275	1	0.96	350	336.00	WIRE UG TRACK TWISTED PAIR NO. 6 AWG SOLID CONDUCTOR
020-1040322	1	162.40	20	3248.00	BATTERY SAFT SPL165, 165 AH POCKET PLATE NICKEL CADMIUM
020-1040324	1	229.88	9	2068.92	BATTERY SAFT SPL250, 250 AH POCKET PLATE NICKEL CADMIUM
020-1040540	1	31.36	1	31.36	TRAY BATTERY FIBER CO 82687-1-P 12" WIDTH 24" LONG
020-1040550	1	45.92	2	91.84	TRAY BATTERY FIBER CO 82687-3-P 12" WIDTH 38"
020-1360014	1	763.02	1	763.02	PACKAGE FOREMANS CARE FOR ALUMINUM TYPICAL BOM FOR USE
020-1360016	1	21.18	1	21.18	PACKAGE SAFETY & SECURMENT WITH 1 EA CAUTION TAG 1 EA
020-1360103	1	1376.43	1	1376.43	LAYOUT METER SERVICE WITH 25' POLE CSX DWG SS351 SH 2 ITEMS
020-1710045	1	1.88	200	376.00	CONDUIT SDR 13.5 4" POLYETHYLENE TRENCHLESS
020-2060072	1	750.00	2	1500.00	FOUNDATION HELICAL SCREW-IN ASSEMBLY 7" X 10", USED FOR
020-2531285	1	265.93	2	531.86	SHUNT HARMON 250250-326 NBS-1-10 326HZ 10 FT LEADS
020-3901895	1	92.68	2	185.36	TIP FLEX HWY CROSSING GATE 24 IN LONG RED & WHITE STRIPES
020-3920200	1	154.79	1	154.79	BELL GCWD ELECTRONIC 4" OR 5" MAST 8 TO 13 VOLTS DC GSI PN
020-3930010	1	3.70	2	7.40	KIT GATE ARM WARNING STICKER KIT INCLUDES 1-EA 5"X3"
020-4200340	1	1.65	26	42.90	LINK TEST ASSEMBLY 1" CENTERS COMPLETE WITH INSULATED
020-4200900	1	0.27	6	1.62	CONNECTOR SHEATHING AMP 329860 FOR NO. 14 WIRE
020-9999991	1	100.00	1	100.00	BLOCKING AND BRACING FOR PROJECTS BURCO DIST

Field Material List for CSX Project: SC2008045 (Effective: 04/21/2010)
Installation of Automatically Controlled Flashing Lights & Gates
Irmo, SC - C 12.51

Catalog Num	Cond	Unit Price	Qty	Cost Description
360-0006100	1	35.07	1	35.07 STOOL STEP WOOD 14"X 20" SIGNAL MAINTAINERS CSXT
360-0800145	1	4.55	1	4.55 BROOM WAREHOUSE CORN HVY DUTY ID300
Total Cost: \$			26,228.59	

**Consumables List for CSX Project: SC2008045 (Effective: 04/21/2010)
Installation of Automatically Controlled Flashing Lights & Gates
Irmo, SC - C 12.51**

Catalog Num	Cond	Unit Price	Qty	Cost Description
N/A		50.00	20	1000.00 FILL MATERIAL, 1 CUBIC YARD
N/A		800.00	1	800.00 WALKWAY ROCK, 10 CUBIC YARDS
020-0017605	1	0.26	350	91.00 WIRE CASE 10 AWG FLEX CSX SPEC SS796 OKONITE
020-0017607	1	0.58	500	290.00 WIRE CASE TW PR NO 10 AWG FLEX CSX SPEC SS796 TWIST 2
020-0017625	1	0.38	150	57.00 WIRE CASE TW PR NO 14 AWG FLEX CSX SPEC SS796 TWIST 2
020-0017630	1	0.12	200	24.00 WIRE CASE NO 16 AWG FLEX CSX SPEC SS796 FURN 1000 FT SPOOL
020-0017635	1	0.80	130	104.00 WIRE SIGNAL DEL 018 NO 6 COPPER STRANDED SINGLE
020-0028610	1	0.22	100	22.00 TERMINAL RING AMP 35628 YELLOW PLASTI-BOND HVY DUTY
020-3261970	1	9.41	2	18.82 DECAL ASSY 2" BLACK PRESSURE SENSITIVE VINYL PRE-MASKED
020-4200880	1	0.53	2	1.06 CONNECTOR TERMINAL 2-3/8" CENTERS AAR 14.1.15-4 NICKEL
020-4200892	1	0.44	27	11.88 CONNECTOR TERMINAL 1" CENTERS AAR 14.1.15-3 NICKEL PLATED
020-4251190	1	0.13	120	15.60 TERMINAL RING AMP 35627 BLACK PLASTI-BOND WIRE SIZE 10-12
020-4251290	1	0.49	30	14.70 TERMINAL WIRE AMP 322051 BLUE WIRE SIZE NO 6 AWG 1/4" STUD
020-4251295	1	0.49	6	2.94 TERMINAL WIRE AMP 322007 BLUE WIRE SIZE NO 6 AWG 3/8" STUD
020-9999992	1	50.00	1	50.00 HOUSE, SIGNAL HANDLING CHARGE, BURCO DISTRIBUTION
450-0019212	1	0.02	100	2.00 SCREW 10 X 1" SHT METAL PAN HD TYPE A COARSE THREAD
Total Cost: \$			2,505	

ESTIMATE FOR CONSTRUCTION SERVICES



Date: **April 26, 2010**
 Location: **Irmo, SC**
 Milepost: **C 12.40**
 DOT Number: **TBD**
 Description: **Sease Rd. Extension at CSXT - new signals and surface**
 GEC Number: **NCCSXP08.0057**
 OP Number: **SC0043**

CONSTRUCTION INSPECTION:

<u>LABOR</u>	Hours	Rate	TOTAL
Program Administrator (<i>Project Administration</i>)	8	\$157.00	\$1,256.00
Senior Engineer II (<i>contractor document review</i>)	8	\$136.00	\$1,088.00
Senior Engineer I (<i>1 inspection and close out</i>)	16	\$119.00	\$1,904.00
Clerical / Administrative	4	\$68.00	\$272.00
SUBTOTAL LABOR	36		\$4,520.00

SUMMARY OF EXPENSES (NON-LABOR DIRECT COSTS)

<u>ITEM</u>	Quant.	Unit Price	TOTAL
Phone / Cell Phone / FAX			\$0.00
Postage / Shipping			\$10.00
Air Fare			\$0.00
Transportation Expenses, excluding mileage			\$0.00
Mileage @ 0.500 / mile [from Charleston, round trip] = 250.0 mi.]	500.0 mi.	0.500	\$250.00
Lodging	0.0 days		\$0.00
Per Diem - meals	2.0 days	\$15.00	\$30.00
Field Services			\$0.00
Reproduction			\$0.00
Photos and Maps			\$10.00
Permits / Licenses			\$0.00
Equipment Rental			\$0.00
Field Expenses			\$0.00
Other Expenses			\$50.00
SUBTOTAL EXPENSES			\$350.00
TOTAL ESTIMATED PROJECT FEE -----			\$4,870.00