



**RICHLAND COUNTY COUNCIL  
SPECIAL CALLED MEETING AGENDA**

**NOVEMBER 9, 2010  
6:00 PM**

<b>CALL TO ORDER</b>	<b>HONORABLE PAUL LIVINGSTON, CHAIR</b>
<b>INVOCATION</b>	<b>HONORABLE VALERIE HUTCHINSON</b>
<b>PLEDGE OF ALLEGIANCE</b>	<b>HONORABLE VALERIE HUTCHINSON</b>

**Approval Of Minutes**

1. Regular Session: October 19, 2010 **[PAGES 6-15]**
2. Zoning Public Hearing: October 26, 2010 **[PAGES 17-18]**

**Adoption Of The Agenda**

**Report Of The Attorney For Executive Session Items**

3. a. Morales vs. Richland County  
b. DHEC

**Citizen's Input**

4. For Items on the Agenda Not Requiring a Public Hearing

**Report Of The County Administrator**

5. a. FEMA - Class 8 National Flood Insurance Program  
b. Mitigation Program

**Report Of The Clerk Of Council**

6. a. Richland's International Flavors on Decker

## Report Of The Chairman

### Presentations

7. Farm City Proclamation

### Open/Close Public Hearings

8. a. An Ordinance Amending the Fiscal Year 2010-2011 Hospitality Tax Annual Budget to appropriate \$11,500 of Hospitality Tax Undesignated Fund Balance to the Palmetto Capital City Classic

### Approval Of Consent Items

9. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses with Special Requirements, and Special Exceptions; "Institutional, Educational, and Civic Uses" of Table 26-V-2.; and Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; so as to permit Cemeteries and Mausoleums in the RU Rural District, with Special Requirements [**SECOND READING**] [**PAGES 26-30**]
10. Construction Services Phase II Security Enhancements Jim Hamilton LB Owens Airport (*Forwarded from the D&S Committee*) [**PAGES 32-36**]
11. Professional Services Work Authorization Jim Hamilton LB Owens Airport (*Forwarded from the D&S Committee*) [**PAGES 38-55**]
12. Purchase/Sale of Wetlands around Carolina Bay/Mistletoe Bay (Conservation Banking) (*Forwarded from the D&S Committee*) [**PAGES 57-64**]
13. Quit Claim, portions of Lake Dogwood Circle (*Forwarded from the D&S Committee*) [**PAGES 66-67**]
14. Brown Conservation Easement Donation (*Forwarded from the A&F Committee*) [**PAGES 69-84**]
15. Hopkins Conservation Easement Donation (*Forwarded from the A&F Committee*) [**PAGES 86-112**]
16. Mullis Conservation Easement Donation (*Forwarded from the A&F Committee*) [**PAGES 114-129**]
17. Nicholson Conservation Easement Donation (*Forwarded from the A&F Committee*) [**PAGES 131-145**]
18. Troutman-Ganus Conservation Easement Donation (*Forwarded from the A&F Committee*) [**PAGES 147-161**]
19. Budget Transfer from Decker Blvd S&B to Booker Heights Infrastructure (*Forwarded from the A&F Committee*) [**PAGES 163-164**]

20. EMS/MC Billing and Collecting Fee-EMS Patients (*Forwarded from the A&F Committee*) [PAGES 166-167]
21. Hospitality Tax - Round Two Funding Recommendations (*Forwarded from the A&F Committee*) [PAGES 169-171]
22. HUD approved FY 10-11 Annual Action Plan (*Forwarded from the A&F Committee*) [PAGES 173-220]
23. Motion to hire outside Counsel for Redistricting (*Forwarded from the A&F Committee*) [PAGES 222-225]

### **Third Reading Items**

24. An Ordinance Amending the Fiscal Year 2010-2011 Hospitality Tax Annual Budget to appropriate \$11,500 of Hospitality Tax Undesignated Fund Balance to the Palmetto Capital City Classic [PAGES 227-228]

### **First Reading Items**

25. A Budget Amendment to adjust the budgets for Richland County School District One and Richland County Public Library [PAGES 230-231]

### **Report Of Development And Services Committee**

26. Animal Care Ordinance Amendments [FIRST READING] [PAGES 233-240]
27. Quit Claim, Laurelwood Lane and Campbell Road [PAGES 242-243]

### **Report Of Economic Development Committee**

28. a. Project Steel [PAGES 245-274]

### **Report Of Rules And Appointments Committee**

#### **1. Discussion From Rules And Appointments Committee**

29. Financial System access for Council Members [WASHINGTON] [PAGES 276-277]
30. To change Section 18-1 to eliminate the underlined and italicized wording shown below-

#### **Section 18-1. Discharge of firearms in certain areas unlawful.**

(b) *Within three hundred yards of the property boundaries of any dwelling business, or subdivision.* It shall be unlawful for any person in the unincorporated area of the county to discharge any rifle, gun, pistol, revolver, or other similar instrument from or by means of which any bullet, shot, or other missile of any kind may be projected within three hundred (300) yards of any building used as a dwelling or business, or within the boundaries of any subdivision or within three hundred (300) yards of any subdivision, as that term is defined in Sec. 26-22 of this Code. This subsection shall not apply to a peace officer or member of the

armed forces of the United States of any authorized gun club, or in the lawful defense of the life or property. *This subsection also shall not apply to hunting or other lawful use of firearms by persons while upon their own property, nor shall this subsection apply to persons hunting or otherwise lawfully discharging firearms on another person's property with the landowner's express permission.*[MALINOWSKI]

31. Any changes made in any way to an item coming to council from a committee of previous council meeting, to include consent items, must not be placed on the consent agenda in order to make council aware the item is not exactly the same. [MALINOWSKI]
32. Council will schedule at a minimum Quarterly 1/2 Day Work Sessions to coincide with the receipt of the 50 plus page Quarterly Strategic Plan Update and 24 associated annual goals or dispose of the plan and subsequent reports. [MANNING]
33. When vacancies are identified on Richland County Boards and/or Commissions that require actions of County Council to fill, the Clerk assigned to advertise and process applications for these positions will notify the Executive Director and/or Chairman of the Board of the agency, Board or Commission either by telephone, email or regular mail prior to posting the public announcement of the vacancy. (Rules & Appointments Committee) [PEARCE]

### **Other Items**

34. A Resolution to appoint and commission Lynn C. McGarey as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [PAGE 283]

### **Citizen's Input**

35. Must Pertain to Items Not on the Agenda

### **Executive Session**

### **Motion Period**

### **Adjournment**





# Richland County Council Request of Action

**Subject**

Regular Session: October 19, 2010 [PAGES 6-15]

# MINUTES OF



## RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, OCTOBER 19, 2010 6:00 p.m.

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

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### MEMBERS PRESENT:

Chair	Paul Livingston
Vice Chair	Damon Jeter
Member	Gwendolyn Davis Kennedy
Member	Joyce Dickerson
Member	Valerie Hutchinson
Member	Norman Jackson
Member	Bill Malinowski
Member	Jim Manning
Member	L. Gregory Pearce, Jr.
Member	Kit Smith
Member	Kelvin Washington

**OTHERS PRESENT** – Michielle Cannon-Finch, Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Stephany Snowden, Tamara King, Larry Smith, Daniel Driggers, Anna Almeida, Sara Salley, Kevin Etheridge, Micah Watkins, Erica Hinke, Valeria Jackson, John Hixson, Monique Walters, Michelle Onley

### CALL TO ORDER

The meeting was called to order at approximately 6:05 p.m.

### INVOCATION

The Invocation was given by the Honorable Jim Manning

## PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Jim Manning

## APPROVAL OF MINUTES

**Regular Session: October 5, 2010** – Ms. Dickerson moved, seconded by Ms. Kennedy, to approve the minutes as distributed. The vote in favor was unanimous.

## ADOPTION OF AGENDA

Ms. Kennedy moved, seconded by Ms. Dickerson, to adopt the agenda as distributed. The vote in favor was unanimous.

## REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

### a. Employee Grievance

### CITIZENS' INPUT

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

No one signed up to speak.

## REPORT OF THE COUNTY ADMINISTRATOR

**Lower Richland Sewer Update** – Mr. Pope stated the City of Columbia will be taking this item up at their meeting and the signed MOU will be forwarded to Council as soon as it is received.

**Employee Grievance** – This item was taken up in Executive Session.

**Presentation of Budget Books** – Mr. Pope stated that budget books were distributed to Council members. If there are any questions regarding the document, please contact staff.

## REPORT OF THE CLERK OF COUNCIL

**Greater Greenville Area Harvest Hope Food Bank Grand Opening, October 26, 11 a.m., 2818 White Horse Road, Greenville** – Ms. Finch stated the Grand Opening of the Greater Greenville Area Harvest Hope Food Bank will be held October 26<sup>th</sup> at 11 a.m. at 2818 White Horse Road.

**Columbia Urban League's 43<sup>rd</sup> Annual Equal Opportunity Day Dinner, October 26, Reception: 6 p.m.; Dinner: 7 p.m., Columbia Metropolitan Convention Center, 1101 Lincoln St., Keynote Speaker: W. James "Jim" Mc Nerney, Jr.** – Ms. Finch stated that the Columbia Urban League's 43<sup>rd</sup> Annual Equal Opportunity Day Dinner

will be held October 26<sup>th</sup>. A table has not been purchased for this event due to it conflicting with Council's meeting schedule.

**Midlands Technical College Oyster Roast & Shrimp Boil, October 28, 6-8 p.m., MTC Center of Excellence for Technology Patio** – Ms. Finch stated that the MTC Oyster Roast & Shrimp Boil will be held October 26, 6-8 p.m. at the MTC Center of Excellence for Technology Patio.

**Grand Opening of Main & Gervais, October 28, 5:30-7:30 p.m., 1221 Main St.** – Ms. Finch stated that the Grand Opening of Main & Gervais will be held October 28, 5:30-7:30 p.m. at 1221 Main Street.

**3<sup>rd</sup> Annual Benedict College Food and Wine Tasting “Appetite for Partnership”, October 29, 5-7 p.m., Southern Wine and Spirits, 7600 Richard St.** – Ms. Finch stated that Benedict College's 3<sup>rd</sup> Annual Food and Wine Tasting will be held October 29, 5-7 p.m. at Southern Wine and Spirits.

**24<sup>th</sup> Annual Columbia Mayor's Prayer Breakfast, November 11, 7-8:30 a.m., Columbia Metropolitan Convention Center, 1101 Lincoln St.** – Ms. Finch stated that the Columbia Mayor's 24<sup>th</sup> Annual Prayer Breakfast will be held November 11, 7:00-8:30 a.m. at the Columbia Metropolitan Convention Center.

**Palmetto Richland Annual Luncheon—Available dates: Monday, October 25, 12:00 noon; Tuesday, November 16, 12:00 noon; or Monday, November 29** – Ms. Finch stated that Palmetto Richland had forwarded three possible dates for the Annual Luncheon. This item was subsequently taken up during the motion period.

**November and December Meeting Schedule** – This item was taken up during the motion period.

## REPORT OF THE CHAIRMAN

**Personnel Consultant Report** – Mr. Livingston requested that Council members to select a time to meet with the personnel consultant.

**Redistricting Committee** – Mr. Livingston stated that he had appointed Mr. Jeter, Ms. Kennedy and Mr. Manning to serve on the redistricting committee.

## PRESENTATION

**Navigating from Good to Great—Ted Speth** – Mr. Speth gave a brief overview of the Navigating from Good to Great initiative and requested \$100,000 for the next 5 years to fund the initiative.

### OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Amending the Fiscal Year 2010-2011 General Fund Annual Budget to appropriate \$211,347 of General Fund Undesignated Fund Balance to Non Departmental for Grant Match Funds based on Attachment A** – No one signed up to speak.
- **Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee-in-lieu of tax agreement, by and between Richland County, South Carolina, and Verizon Wireless, as sponsor, and one or more sponsor affiliates, to provide for a fee-in-lieu of ad valorem taxes incentive, including the grant of an infrastructure credit; and other related matters** – Mr. Hollis Walker spoke in opposition of this matter.
- **Rite Dose (formerly known as Holopack) Resolution to Approve Security Interest in Property** – No one signed up to speak.

### APPROVAL OF CONSENT ITEMS

- **10-23MA, Cynthia South, RS-LD to RS-MD (8.18 Acres), Brevard St. & Jefferson Allen Dr., 07306-05-15 & 07306-04-05/21/24 [THIRD READING]**  
**10-24MA, Lexington Land Development, Co., LLC, Benjamin E. Kelly, Jr., HI to GC (1.65 Acres), Clemson Rd. & Farrow Rd., 17400-04-02/06/11 [THIRD READING]**
- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (B); so as to correct the section reference for the adopted flood insurance rate map [THIRD READING]**
- **An Ordinance Amending the Fiscal Year 2010-2011 General Fund Annual Budget to appropriate \$211,347 of General Fund Undesignated Fund Balance to Non Departmental for Grant Match Funds based on Attachment A [THIRD READING]**
- **An Ordinance Amending the Fiscal Year 2010-2011 Hospitality Tax Annual Budget to appropriate \$100,000 of Hospitality Tax Undesignated Fund Balance to the Renaissance Foundation [SECOND READING]**
- **An Ordinance Amending the Fiscal Year 2010-2011 General Fund Annual Budget to appropriate \$37,741 of General Fund Undesignated Fund Balance to Voter Registration for additional funding of part-time employment [SECOND READING]**

Mr. Jeter moved, seconded by Mr. Pearce, to approve the consent items. The vote in favor was unanimous.

Ms. Smith moved, seconded by Mr. Washington, to reconsider the following item: "10-23MA, Cynthia South, RS-LD to RS-MD (8.18 Acres), Brevard St. & Jefferson Allen Dr., 07306-05-15 & 07306-04-05/21/24". The motion for reconsideration failed.

## SECOND READING

**An Ordinance Amending the Fiscal Year 2010-2011 Hospitality Tax Annual Budget to appropriate \$11,500 of Hospitality Tax Undesignated Fund Balance to the Palmetto Capital City Classic** – The vote was in favor.

**Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee-in-lieu of tax agreement, by and between Richland County, South Carolina, and Verizon Wireless, as sponsor, and one or more sponsor affiliates, to provide for a fee-in-lieu of ad valorem taxes incentive, including the grant of an infrastructure credit; and other related matters** – Mr. Pearce moved, seconded by Ms. Dickerson, to approve this item. A discussion took place.

The vote was in favor.

## REPORT OF ECONOMIC DEVELOPMENT

**Rite Dose (formerly known as Holopack) Resolution to Approve Security Interest in Property** – Mr. Pearce stated that the committee recommended approval of this item. The vote in favor was unanimous.

## REPORT OF RULES AND APPOINTMENTS COMMITTEE

### I. NOTIFICATION OF VACANCIES

- a. **Building Codes Board of Adjustments and Appeals (Plumbing)—1** – Mr. Malinowski stated that the committee recommended advertising for this vacancy. The vote in favor was unanimous.
- b. **Community Relations Council—1** – Mr. Malinowski stated that the committee recommended advertising for this vacancy. The vote in favor was unanimous.
- c. **Riverbanks Park Commission—1** – Mr. Malinowski stated that the committee recommended advertising for this vacancy. The vote in favor was unanimous.

## II. NOTIFICATION OF APPOINTMENTS

- a. **Accommodations Tax Committee—2** – Mr. Malinowski stated that the committee recommended re-advertising for these vacancies. The vote in favor was unanimous.
- b. **Appearance Commission—Landscape Architect/Landscaper—1** – Mr. Malinowski stated that the committee recommended re-advertising for this vacancy. The vote in favor was unanimous.
- c. **Building Codes Board of Adjustments and Appeals—1** – Mr. Malinowski stated that the committee recommended re-advertising for this vacancy. The vote in favor was unanimous.
- d. **Central Midlands Council of Governments—3** – Mr. Malinowski stated that the committee recommended re-appointing Mr. Stephen B. Corboy and appointing Mr. W. L. “Chip” Harriford, III. The vote in favor was unanimous.
- e. **Internal Audit Committee—2** – Mr. Malinowski stated that the committee recommended re-advertising for these vacancies. The vote in favor was unanimous.

## III. DISCUSSION FROM RULES AND APPOINTMENTS COMMITTEE

- a. **Financial System Access for Council Members [WASHINGTON]** – This item was held in committee.
- b. **To Change Section 18-1 to eliminate the underlined and italicized wording show below:**

*(b) Within three hundred yards of the property boundaries of any dwelling business, or subdivision. It shall be unlawful for any person in the unincorporated area of the county to discharge any rifle, gun, pistol, revolver, or other similar instrument from or by means of which any bullet, shot, or other missile of any kind may be projected within three hundred (300) yards of any building used as a dwelling or business, or within the boundaries of any subdivision or within three hundred (300) yards of any subdivision, as that term is defined in Sec. 26-22 of this Code. This subsection shall not apply to a peace officer or member of the armed forces of the United States or any authorized gun club, or in the lawful defense of life or property. This subsection also shall not apply to hunting or other lawful use of firearms by persons while upon their own property, nor shall this subsection apply to persons hunting or otherwise lawfully discharging*

***firearms on another person's property with the landowner's express permission.*** [MALINOWSKI] – This item was held in committee.

- c. **MOTION: When vacancies are identified on Richland County Boards and/or Commissions that require actions of County Council to fill, the Clerk assigned to advertise and process applications for these positions will notify the Executive Director and/or Chairman of the Board of the agency, Board or Commission either by telephone, email or regular mail prior to posting the public announcement of the vacancy. (Rules & Appointments Committee)** [PEARCE] – This item was held in committee.
  
- d. **Voter Registration Attorney General Opinion:** The draft ordinance was presented to the Rules and Appointments Committee for discussion. Council has authorized the County Administrator and County Attorney to schedule a meeting with the Voter Registration employees to clarify the corresponding legalities and associated HR issues. Additionally, a meeting is to be arranged with the Legislative Delegation and Rules and Appointments Committee to discuss the proposed ordinance amendments.

**OTHER ITEMS**

**Cherokee Garden Grant** – Mr. Manning moved, seconded by Ms. Hutchinson, to approve this item. The vote in favor was unanimous.

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

Pamela Craig and Keller Barron spoke regarding the possibility of combining the Election Commission and Voter's Registration offices.

Walt Ivan Jack spoke on behalf of Citizens Against the Tax Increase.

**EXECUTIVE SESSION**

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**Council went into Executive Session at approximately 6:51 p.m. and came out at approximately 7:00 p.m.**  
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- a. **Employee Grievance** – Mr. Pearce moved, seconded by Ms. Kennedy, to accept the Administrator's recommendation. The vote in favor was unanimous.



## MOTION PERIOD

**Council will schedule a minimum Quarterly ½ day work sessions to coincide with the receipt of the 50+ page Quarterly Strategic Plan Update and 24 associated annual goals or dispose of the plan and subsequent reports [MANNING]** – This item was referred to the Rules & Appointments Committee.

**Eason Memorial Baptist Church 100<sup>th</sup> Anniversary Resolution [WASHINGTON]** – Mr. Malinowski moved, seconded by Mr. Jackson, to adopt the resolution honoring Eason Memorial Baptist Church's 100<sup>th</sup> Anniversary. The vote in favor was unanimous.

**Council allocate \$12,000 from Hospitality funds for Highway Lighting to be established on Richland County's International Corridor [MANNING & JACKSON]** – This item was referred to the A&F Committee.

**Council direct staff to allocate \$100,000 to fund Good to Great [MANNING]** – This item was referred to the A&F Committee.

**Any changes made in any way to an item coming to Council from a Committee or previous Council meeting, to include consent items, must not be placed on the consent agenda in order to make Council aware the item before them is not exactly the same [MALINOWSKI]** – This item was referred to the Rules & Appointments Committee.

**Resolution for Chief Deputy Wash James of the Richland County Sheriff's Department for being promoted to Chief Deputy of the Uniformed Division [KENNEDY]** – Ms. Kennedy moved, seconded by Mr. Malinowski, to adopt a resolution honoring Chief Deputy Wash James on his promotion to Chief Deputy of the Uniformed Division.

**Would like to explore the possibility of having the appropriate person(s) to attend a Work Session with Richland County Council to discuss the Redistricting process, policies and procedures [DICKERSON]** – This item was referred to the Redistricting Ad Hoc Committee.

**Move that staff draft an ordinance that would allow the development review team to impose standards above the minimum required whenever it has been determined that sensitive environmental and/or topographical conditions would be adversely affected by the proposed development or whenever the intent of the regulations or the purpose of Chapter 26 would not be met; and to take this ordinance to the Planning Commission for their recommendation [MALINOWSKI]** – This item was referred to the D&S Committee

**The County Council forms a citizen advisory committee to work with the County and community at large and that Council also develop a process to help assure that as many jobs as possible are kept in the local community if voters in Richland**

**County approve a one cent authorization for transportation infrastructure**

**[LIVINGSTON]** – Mr. Manning moved, seconded by Mr. Jackson, to approve this item. The vote in favor was unanimous.

**November Meeting Schedule** – Mr. Jackson moved, seconded by Mr. Pearce, to amend the November meeting schedule to hold the first meeting of November on November 9<sup>th</sup> instead of November 2<sup>nd</sup>. The vote in favor was unanimous.

**December Meeting Schedule** – Mr. Manning moved to amend the December meeting schedule to hold the meeting presently scheduled for December 21<sup>st</sup> on December 14<sup>th</sup>. The motion died for lack of a second.

Mr. Jackson moved, seconded by Ms. Kennedy, to amend the December meeting schedule to hold the Council meetings and Committee meeting on December 7<sup>th</sup>, 14<sup>th</sup> and 21<sup>st</sup>.

Mr. Jeter made a substitute motion, seconded by Ms. Kennedy, to amend the December meeting schedule to hold the Council meetings and Committee meetings on December 7<sup>th</sup> and 14<sup>th</sup>.

Mr. Jeter withdrew his motion.

The vote on the main motion was unanimous.

**Palmetto Richland Annual Luncheon** – Mr. Pearce moved, seconded by Mr. Manning, to schedule the Palmetto Richland Annual Luncheon on November 16<sup>th</sup> at noon. The vote in favor was unanimous.

**ADJOURNMENT**

The meeting adjourned at approximately 7:19 p.m.

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Paul Livingston, Chair

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Damon Jeter, Vice-Chair

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Gwendolyn Davis Kennedy

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Joyce Dickerson

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Valerie Hutchinson

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Norman Jackson

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Bill Malinowski

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Jim Manning

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L. Gregory Pearce, Jr.

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Kit Smith

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Kelvin E. Washington, Sr.

The minutes were transcribed by Michelle M. Onley

# Richland County Council Request of Action

**Subject**

Zoning Public Hearing: October 26, 2010 [**PAGES 17-18**]

## MINUTES OF



### RICHLAND COUNTY COUNCIL ZONING PUBLIC HEARING TUESDAY, OCTOBER 26, 2010 7:00 p.m.

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

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#### **MEMBERS PRESENT:**

Chair	Paul Livingston
Vice Chair	Damon Jeter
Member	Gwendolyn Davis Kennedy
Member	Joyce Dickerson
Member	Valerie Hutchinson
Member	Norman Jackson
Member	Bill Malinowski
Member	L. Gregory Pearce, Jr.
Member	Kit Smith
Member	Kelvin E. Washington, Sr.

Absent      Jim Manning

**OTHERS PRESENT:** Michielle Cannon-Finch, Anna Almeida, Amelia Linder, Suzie Haynes, Milton Pope, Sparty Hammett, Monique Walters, Michelle Onley

#### **CALL TO ORDER**

The meeting was called to order at approximately 7:00 p.m.

#### **ADDITIONS/DELETIONS TO AGENDA**

There were no additions or deletions to the agenda.

## TEXT AMENDMENT

**An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses with Special Requirements, and Special Exceptions; “Institutional, Educational, and Civic Uses” of Table 26-V-2; and Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; so as to permit Cemeteries and Mausoleums in the RU Rural District with Special Requirements**

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Washington moved, seconded by Mr. Jackson, to give First Reading approval to this item. The vote in favor was unanimous.

## ADJOURNMENT

The meeting adjourned at approximately 7:03 p.m.

Submitted respectfully by,

Paul Livingston  
Chair

The minutes were transcribed by Michelle M. Onley

# Richland County Council Request of Action

**Subject**

- a. Morales vs. Richland County
- b. DHEC

# Richland County Council Request of Action

**Subject**

For Items on the Agenda Not Requiring a Public Hearing



# Richland County Council Request of Action

**Subject**

- a. FEMA - Class 8 National Flood Insurance Program
- b. Mitigation Program

# Richland County Council Request of Action

**Subject**

- a. Richland's International Flavors on Decker

# Richland County Council Request of Action

**Subject**

Farm City Proclamation

# Richland County Council Request of Action

**Subject**

a. An Ordinance Amending the Fiscal Year 2010-2011 Hospitality Tax Annual Budget to appropriate \$11,500 of Hospitality Tax Undesignated Fund Balance to the Palmetto Capital City Classic

**Notes**

First Reading: September 7, 2010

Second Reading:

Third Reading:

Public Hearing:

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses with Special Requirements, and Special Exceptions; "Institutional, Educational, and Civic Uses" of Table 26-V-2.; and Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; so as to permit Cemeteries and Mausoleums in the RU Rural District, with Special Requirements [**SECOND READING**] [**PAGES 26-30**]

## **Notes**

First Reading: October 26, 2010  
Second Reading:  
Third Reading:  
Public Hearing: October 26, 2010

# DRAFT

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE V, ZONING DISTRICTS AND DISTRICT STANDARDS; SECTION 26-141, TABLE OF PERMITTED USES WITH SPECIAL REQUIREMENTS, AND SPECIAL EXCEPTIONS; “INSTITUTIONAL, EDUCATIONAL, AND CIVIC USES” OF TABLE 26-V-2.; AND ARTICLE VI, SUPPLEMENTAL USE STANDARDS; SECTION 26-151, PERMITTED USES WITH SPECIAL REQUIREMENTS; SO AS TO PERMIT CEMETERIES AND MAUSOLEUMS IN THE RU RURAL DISTRICT, WITH SPECIAL REQUIREMENTS.

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

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

(ORDINANCE CONTINUES ON NEXT PAGE)

# DRAFT

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
<b><u>Institutional, Educational and Civic Uses</u></b>																	
Ambulance Services, Emergency		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Ambulance Services, Transport																	
Animal Shelters																	
Auditoriums, Coliseums, Stadiums																	
Bus Shelters/Bus Benches	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
Cemeteries, Mausoleums		<b>SR</b>															
Colleges and Universities																	
Community Food Services																	
Correctional Institutions		SE														SE	SE
Courts																	
Day Care, Adult, Home Occupation (5 or Fewer)		SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
Day Care Centers, Adult		SR															
Day Care, Child, Family Day Care, Home Occupation (5 or Fewer)		SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
Day Care, Child, Licensed Center		SR															
Fire Stations		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Government Offices																	
Hospitals																	
Individual and Family Services, Not Otherwise Listed																	
Libraries		SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
Museums and Galleries																	
Nursing and Convalescent Homes		SE	SE						P	P	P	P	P	P	P	P	P
Orphanages		SE	SE						SE	SE	P	P	P	P	P	P	P
Places of Worship		SR	SR	SE	SE	SE	SE	SE	SR	SR	P	P	SR	P	P	P	P
Police Stations, Neighborhood		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Post Offices																	

# DRAFT

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
Postal Service Processing & Distribution														P	P	P	
Schools, Administrative Facilities											P	P	P	P	P	P	
Schools, Business, Computer and Management Training											P	P	P	P	P	P	
Schools, Fine Arts Instruction											P	P	P	P	P	P	
Schools, Junior Colleges											P	P	P	P	P	P	
Schools, Including Public and Private, Having a Curriculum Similar to Those Given in Public Schools)		SR	SR	SR	SR	SR	SR	SR	SR	SR	P	P	P	P			
Schools, Technical and Trade (Except Truck Driving)											P	P	P	P	P	P	
Schools, Truck Driving														P	P	P	P
Zoos and Botanical Gardens		SE									SE		SE	SR	SR		



# DRAFT

SECTION II. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (b) Permitted uses with special requirements listed by zoning district; Paragraph (16) Cemeteries and Mausoleums; is hereby amended to read as follows:

(16) Cemeteries and Mausoleums - (RU, OI, NC, RC, GC, M-1, LI, HI)

SECTION III. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c) Standards; Paragraph (16) Cemeteries and Mausoleums; ~~Subparagraph a;~~ is hereby amended to read as follows:

(16) *Cemeteries and mausoleums.*

- a. Use districts: Rural; Office and Institutional; Neighborhood Commercial; Rural Commercial; General Commercial; M-1 and LI Light Industrial; Heavy Industrial.
- b. A minimum of three (3) contiguous acres shall be required to establish a cemetery or a mausoleum not located on the same tract of land as a place of worship.
- c. Primary access to the facility shall be from a local collector or thoroughfare road.

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

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

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

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

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

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

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

Item# 9

Attachment number 1  
Page 4 of 5

# DRAFT

RICHLAND COUNTY ATTORNEY'S OFFICE

---

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

Public Hearing:                   October 26, 2010  
First Reading:                   October 26, 2010  
Second Reading:                November 9, 2010 (tentative)  
Third Reading:

# Richland County Council Request of Action

**Subject**

Construction Services Phase II Security Enhancements Jim Hamilton LB Owens Airport (*Forwarded from the D&S Committee*) **[PAGES 32-36]**

**Notes**

October 26, 2010 - The committee recommended that Council approve the request to authorize executing a contract for Phase II security enhancements construction services conditional upon receipt of grant funds and local match. The vote in favor was unanimous.

# Richland County Council Request of Action

**Subject:** Construction Services / Phase II Security Enhancements

## **A. Purpose**

County Council is requested to approve a contract for construction services with A3 Communications of Irmo, SC for the installation of sliding gates and operators at Jim Hamilton – LB Owens Airport (CUB).

## **B. Background / Discussion**

Airport security enhancements were previously initiated using unspent Federal (FAA) grant funds from AIP Grant 3-45-0017-012-2008. These improvements included the installation of 13 security cameras, software, an identification badge production system, and the purchase of two sliding gates. The sliding gates were delivered and are on site, but sufficient funds were not available for their installation. These improvements constituted Phase I Security Enhancements and were installed by A3 Communications of Irmo, SC.

This contract will provide for the installation of these gates which will achieve a uniform standard with the other three sliding gates at the airport. The two gates that will be replaced operate slowly, have a long cycle time, and are operated by old and obsolete gate operators.

## **C. Financial Impact**

The funding for this project will be primarily provided by grant funds as follows:

Federal (FAA)	95%	\$39,550	AIP Grant accepted
State (SCAC)	2.5%	\$ 1,041	Grant applied for
Local (RC)	2.5%	\$ 1,042	Awaiting second reading approval
<b>Total</b>	<b>100%</b>	<b>\$41,633</b>	

Federal funds have been issued in AIP Grant 3-45-0017-016-2010. State funds have been applied for, and Local funds will be provided with the approval of the grant matching funds budget amendment.

## **D. Alternatives**

The alternatives available to County Council follow:

1. Approve the request to authorize executing a contract for Phase II Security Enhancements construction services. This will permit the installation of two sliding, motorized gates which will enhance reliability, security, and maintenance at the airport.

2. Do not approve the request to authorize executing a contract for Phase II Security Enhancements construction services. There will be no enhancement to reliability, security, and maintenance at the airport.

### E. Recommendation

It is recommended that Council approve the request to authorize executing a contract for Phase II Security Enhancements construction services conditional upon receipt of State Grant Funds and Local match.

Recommended by: Christopher S. Eversmann, PE      Department: Airport      Date: September 14, 2010

### F. Reviews

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

#### Finance

Reviewed by: Daniel Driggers      Date: 9/17/10  
✓ Recommend Council approval       Recommend Council denial  
Comments regarding recommendation:

#### Procurement

Reviewed by: Rodolfo Callwood      Date: 9/17/10  
 Recommend Council approval       Recommend Council denial  
Comments regarding recommendation:

#### Grants

Reviewed by: Sara Salley      Date: 9/17/2010  
✓ Recommend Council approval       Recommend Council denial  
Comments regarding recommendation:

#### Legal

Reviewed by: Larry Smith      Date:  
✓ Recommend Council approval       Recommend Council denial  
Comments regarding recommendation: Approval of the contract contingent upon review and approval of Procurement and Legal.

#### Administration

Reviewed by: Tony McDonald      Date: 9/17/10  
✓ Recommend Council approval       Recommend Council denial  
Comments regarding recommendation:



communications

1038 Kinley Rd, Bldg B - Irmo SC, 29063  
t. 803-744-5022 f. 803-731-6046

# QUOTE

Number AAAQ2024

Date Jul 15, 2010

<b>Proposal For</b>	
<b>Hamilton-Owens Airport</b> Chris Eversman 1400 Jim Hamilton Blvd Columbia, SC 29205 USA	
Phone	803-771-7915
email	EVERSMANN@rcgov.us

<b>Ship To</b>	
<b>Hamilton-Owens Airport</b> Chris Eversman 1400 Jim Hamilton Blvd Columbia, SC 29205 USA	
Phone	803-771-7915
email	EVERSMANN@rcgov.us

Owens Airport - Phase II Airport Security Upgrade

A3 Contact	P.O. Number	Ship Via	Terms
Brian Powell		Our Service Truck	Net 30

Qty	Description	Unit Price	Ext. Price
<b>Secura Key</b>			
2	Secura Key ST-SKACPLE 2 Door Panel w/LGE Enclosure	\$671.99	\$1,343.98
2	Secura Key ST-SKWLSMOD Ser to WRLSS LAN Adaptor F/SKACP	\$503.99	\$1,007.98
1	Secura Key ST-SKNETMLD MLTI-Location TCP/IP/Dial-UP Software	\$374.39	\$374.39
2	IM-1270 12V 7 AMP BATTERY	\$22.67	\$45.34
2	MB-MGT1640 16 Volt AC 40 VA TRANSFORMER	\$8.39	\$16.78
2	Secura Key ST-RKWS Prox Card Reader -SNGL Gang	\$158.39	\$316.78
80	Professional Services - Cabling Technician - Installation	\$75.00	\$6,000.00
	SubTotal		\$9,105.25
<b>HP Desktop with Upgraded Video Card for Viewing Axis Camera Station</b>			
1	HP Business Desktop 6000 Pro PRO MT E8500 3.16G 4GB 250GB DVDRW W7P/XPP, Intel Core 2 Duo E8500 3.16 GHz - 4 GB DDR3 SDRAM - Gigabit Ethernet - Windows 7 Professional - Micro Tower	\$866.35	\$866.35
1	HP Quadro NVS 295 Graphics Card SMART BUY NVIDIA QUADRO NVS 295 PCIE 256MB 2PORT DVI-D GRAPHICS, nVIDIA Quadro NVS 295 - 256 MB GDDR3 SDRAM - PCI Express x16	\$119.39	\$119.39
1	HP Essential LE1901wm Widescreen LCD Monitor 19IN WS LCD 1440X900 1000:1 LE1901WM VGA DVI BLK TILT 19" - 1440 x 900 @ 60 Hz - 16:10 - 5 ms - 0.284 mm - 1000:1 - Black	\$181.63	\$181.63
2	Professional Services - Network Engineering Installation	\$150.00	\$300.00

Continued On Next Page ...

PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS - WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT - MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING

07/16/10 12:03:08

Page 1 of 2

Item# 10

Attachment number 1  
Page 3 of 5

Qty	Description	Unit Price	Ext. Price
	SubTotal		\$1,467.37
<b>Palmetto Southern Gate Equipment and Installation</b>			
1	Palmetto Southern Gate - Equipment	\$19,158.30	\$19,158.30
	2- 222 Ext 1.7 ST Slide operator HD Fast 2 HP, 230V, 1 Ph; 20"/Sec Travel Speed		
	2-Base Extension		
	2-Aluminum Rail		
	2-Infrared Photo Beam		
	4-Loop Detector, 12-24 AC/DC		
	4-Harness Loop Detector		
	1-Gooseneck Stand, 42" Car Height-FOR GATE#4 ONLY		
	7-6" Sch 40 Galvanized Steel Post W/ Yellow Sleeve-ONE BOLLARD ALREADY EXIT@GATE#4		
1	Palmetto Southern Gate - Installation	\$9,339.00	\$9,339.00
1	Palmetto Southern Shipping	\$550.00	\$550.00
	SubTotal		\$29,047.30
	Total		\$39,619.92
		<b>Sub-Total</b>	<b>\$39,619.92</b>

Qty	Description - Optional Items	Unit Price	Ext. Price
<b>Palmetto Southern UPS/Batterybackup for Gate #2</b>			
1	03M-DCPS-120	\$4,620.00	\$4,620.00
	DC Power Supply 120 W/ 2 100 Amp Hour Batteries and 25 Amp Charger		
1	NS-Electrical Supplies	\$151.20	\$151.20
	Electrical Wiring (2 Ga) & Supplies		
1	Install	\$3,062.40	\$3,062.40
	Labor to Remove Existing Operator and Gate #2. Rework Existing Power Wiring to Run Through UPS into New Operator. Install New Operator, Reconnect all Existing Wiring, Accessories and Test		
	SubTotal		\$7,833.60

Thank you for the opportunity to provide this quote. A3 communications strives to offer the best value in products and services. If you have any questions concerning this quote please contact Brian Powell at 803.744.5022.

Shipping and Handling is not Included in Quote

Delivery 10-14 Days after receipt of order

<b>Sub-Total</b>	\$39,619.92
<b>Ship/Handling</b>	\$0.00
<b>Sales Tax</b>	\$2,012.65
<b>Total</b>	<b>\$41,632.57</b>

PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING



#### Project Overview-Phase II Security Enhancements

Phase II of the security enhancements to Hamilton-Owens Airfield will build on the platform that was installed by A3 Communications in November 2009. This platform included the Cisco Wireless Mesh Network that allows the transport of data across the airport grounds.

Secura Key products will be added to provide access control on Gates #1 and #4. New card readers will be installed at these remote gate locations. These new readers will use wireless hardware to connect to the WAN and will provide the ability to have traffic reports on the gates usage. New software will need to be installed on a server in the terminal that currently runs the SK-NET software. This software is from Secura Key and will give the airport the ability to produce reports on all gates. It is recommended that a new Dell computer be installed to run the SK-Net software. This new computer also has an upgraded video card that will improve the viewing of the Axis Surveillance Cameras. 100 Secura-Key cards are also included for badge production.

Palmetto Southern will be a subcontractor under A3 Communications and provide installation of the gates and gate controllers. The cost of their equipment and install is included in our base quote.

Optional equipment listed on the quote includes the UPS/Battery Backup.

Personal training is an integral part of the project. Training on the Secura-Key software will be provided by A3 Communications.

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A3 Communications, Inc.  
Corporate: 1038 Kinley Road, Bldg B • Irmo, SC 29063  
Charleston: 7091 Rivers Ave., Ste G • N. Chas, SC 29406  
Greenville: 231 Blackstock Rd. • Inman, SC 29349  
(803) 744-5000 Corporate • (843) 767-7773 Charleston • (864) 672-0273 Greenville



# Richland County Council Request of Action

## **Subject**

Professional Services Work Authorization Jim Hamilton LB Owens Airport (*Forwarded from the D&S Committee*) **[PAGES 38-55]**

## **Notes**

October 26, 2010 - The committee recommended that Council approve the work authorization for professional services associated with airspace tree penetration removal in runway approaches at the Jim Hamilton-LB Owens Airport. The vote in favor was unanimous.

# Richland County Council Request of Action

**Subject:** Professional Services Work Authorization

## **A. Purpose**

County Council is requested to approve Work Authorization # 27 from the LPA Group, Incorporated of Columbia, SC for professional services associated with airspace tree penetration removal in the runway approaches at Jim Hamilton – LB Owens Airport (CUB).

## **B. Background / Discussion**

Airspace imaginary surfaces surround all sides of all airport runways. These imaginary surfaces must be free of penetrations which can become a hazard to air travel. Over the years, trees have been allowed to grow up and penetrate these imaginary surfaces. As the recipient of Federal grant funds for airport development, we are obligated to take actions necessary to remove these tree penetrations. Additionally, the staffs of the Federal Aviation Administration and the South Carolina Aeronautics Commission have directed that removal of these tree penetrations is our highest priority in order to ensure air safety. Removal of these airspace tree penetrations will also permit the development of improved aircraft approaches to the airport in the future.

This work authorization will provide for obtaining avigation easements, conducting ground survey, permitting, design, and preparation of plans and specifications which must be accomplished before the penetrating trees can be removed.

Construction (*i.e.* – tree removal) will be accomplished in a future phase with funding to be provided in next year’s Airport Improvement Program (AIP) grant cycle.

## **C. Financial Impact**

The funding for this project will be primarily provided by grant funds as follows:

Federal (FAA)	95%	\$137,342	AIP Grant accepted
State (SCAC)	2.5%	\$ 3,614	Grant applied for
Local (RC)	2.5%	\$ 3,615	Awaiting second reading approval
<b>Total</b>	<b>100%</b>	<b>\$144,571</b>	

Federal funds have been issued in AIP Grant 3-45-0017-016-2010. State funds have been applied for, and Local funds will be provided with the approval of the grant matching funds budget amendment.

## **D. Alternatives**

The alternatives available to County Council follow:

1. Approve the request to authorize Work Authorization # 27. This will permit initiation of the project to remove tree penetrations from the airspace imaginary surfaces surrounding the airport. This will ensure timely compliance with Federal airspace standards, air safety, and development of improved approaches.
2. Do not approve the request to authorize Work Authorization # 27. This will delay initiating the project to remove tree penetrations from the airspace imaginary surfaces surrounding the airport. This will cause delayed compliance with Federal airspace standards, a degradation of air safety, and will not permit the development of improved approaches.

**E. Recommendation**

It is recommended that Council approve the request to authorize Work Authorization # 27 conditional upon receipt of State Grant Funds and Local match.

Recommended by:	Department:	Date:
Christopher S. Eversmann, PE	Airport	September 14, 2010

**F. Reviews**

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

**Finance**

Reviewed by: <u>Daniel Driggers</u>	Date: 9/17/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Procurement**

Reviewed by: <u>Rodolfo Callwood</u>	Date: 9/17/10
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Grants**

Reviewed by: <u>Sara Salley</u>	Date: 9/17/2010
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Legal**

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

**Administration**

Reviewed by: <u>Tony McDonald</u>	Date: 9/17/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**RICHLAND COUNTY, SOUTH CAROLINA**

**Work Authorization for Professional Services**

**02380058**  
(Project Identification No.)

**No. 27 (Twenty-Seven)**  
(Work Authorization No.)

It is agreed to undertake the following work in accordance with the provisions of our Prime Agreement for Professional Services dated February 1, 2007.

**A. Description of Assignment:**

The **CONSULTANT** shall provide basic and special engineering services, as described in Attachments A, B, C, and D for the **2010 Tree Obstruction Removal Project at Jim Hamilton – L.B. Owens Airport**, herein after referred to as the **PROJECT**.

**SCOPE OF SERVICES**

**Basic Services:**

1. The **CONSULTANT** shall provide Design Phase services (Meetings and Coordination) in accordance with Exhibit "B", Section I, Paragraphs B and C of the Prime Agreement.
2. The **CONSULTANT** shall provide Design Phase services (Construction Project Manual/Specifications) in accordance with Exhibit "B", Section I, Paragraphs B and C of the Prime Agreement.
3. The **CONSULTANT** shall provide Design Phase services (Engineer's Estimate) in accordance with Exhibit "B", Section I, Paragraphs B and C of the Prime Agreement.
4. The **CONSULTANT** shall provide Design Phase services (Production of Construction Drawings) in accordance with Exhibit "B", Section I, Paragraphs B and C of the Prime Agreement.

**Special Services:**

5. The **CONSULTANT** shall provide SCDHEC Land Disturbance Pre-Construction Permitting for the **PROJECT** as described in Exhibit "B", Section II, Paragraph A.1, of the Prime Agreement.
6. The **CONSULTANT** shall provide DBE Plan Services for **PROJECT** as described in Exhibit "B", Section II, Paragraph A.9, of the Prime Agreement.
7. The **CONSULTANT** shall provide services for the Development of Sketches and Graphics for Meetings for the **PROJECT** in accordance with Exhibit "B", Section II of the Prime Agreement.

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9/14/2010

8. The **CONSULTANT** shall provide Project Formulation/Development for the **PROJECT** in accordance with Exhibit "B", Section II of the Prime Agreement.
9. The **CONSULTANT** shall provide Field Survey for the **PROJECT** as described in Exhibit "B", Section II, Paragraph A.2, of the Prime Agreement.
10. The **CONSULTANT** shall provide Avigation Easement Acquisition Assistance for the **PROJECT** in accordance with Exhibit "B", Section II of the Prime Agreement.

**B. Basis of Compensation/Period of Services:**

The **CONSULTANT** shall be paid the following:

1. For BASIC SERVICES (Meetings and Coordination) as outlined in Section A-1 above, the **OWNER** shall pay the **CONSULTANT** on the basis of actual hours worked by discipline times the hourly rate for that discipline up to a maximum Not-To-Exceed amount of **Eighteen Thousand Four Hundred Dollars and No Cents (\$18,400.00)** as shown in Attachment A.
2. For BASIC SERVICES (Construction Project Manual/Specifications) as outlined in Section A-2 above, the **OWNER** shall pay the **CONSULTANT** the lump sum fee of **Nine Thousand Eight Hundred Eighty One Dollars and No Cents (\$9,881.00)** as shown in Attachment A.
3. For BASIC SERVICES (Engineer's Estimate) as outlined in Section A-3 above, the **OWNER** shall pay the **CONSULTANT** the lump sum fee of **Three Thousand Three Hundred Twelve Dollars and No Cents (\$3,312.00)** as shown in Attachment A.
4. For BASIC SERVICES (Production of Construction Drawings) as outlined in Section A-4 above, the **OWNER** shall pay the **CONSULTANT** the lump sum fee of **Thirty Four Thousand Four Hundred Fifteen Dollars and No Cents (\$34,415.00)** as shown in Attachment A.
5. For SPECIAL SERVICES (SCDHEC Land Disturbance Pre-Construction Permitting) as outlined in Section A-5 above, the **OWNER** shall pay the **CONSULTANT** the lump sum amount of **Twelve Thousand Six Hundred Seventy Two Dollars and No Cents (\$12,672.00)** as shown in Attachment A.
6. For SPECIAL SERVICES (DBE Plan Services) as outlined in Section A-6 above, the **OWNER** shall pay the **CONSULTANT** the lump sum amount of **Eight Thousand Five Hundred Seventy Four Dollars and No Cents (\$8,574.00)** as shown in Attachment A.

7. For SPECIAL SERVICES (Development of Sketches and Graphics for Meetings) as outlined in Section A-7 above, the OWNER shall pay the CONSULTANT on the basis of actual hours worked by discipline times the hourly rate for that discipline up to a maximum Not-To-Exceed amount of **Seven Thousand One Hundred Sixty Dollars and No Cents (\$7,160.00)** as shown in Attachment A.
8. For SPECIAL SERVICES (Project Formulation/Development) as outlined in Section A-8 above, the OWNER shall pay the CONSULTANT the lump sum amount of **Five Thousand One Hundred Eighty Four Dollars and No Cents (\$5,184.00)** as shown in Attachment A.
9. For SPECIAL SERVICES (Field Survey) as outlined in Section A-9 above, the OWNER shall pay the CONSULTANT the lump sum amount of **Thirteen Thousand Two Hundred Dollars and No Cents (\$13,200.00)** plus a lump sum subconsultant administrative fee of **One Thousand Three Hundred Twenty Dollars and No Cents (\$1,320.00)** for a total lump sum amount of **Fourteen Thousand Five Hundred Twenty Dollars and No Cents (\$14,520.00)** as shown in Attachment A.
10. For SPECIAL SERVICES (Avigation Easement Acquisition Assistance) as outlined in Section A-10 above, the OWNER shall pay the CONSULTANT the lump sum amount of **Twenty Seven Thousand Six Hundred Eighty Five Dollars and No Cents (\$27,685.00)** plus a lump sum subconsultant administrative fee of **Two Thousand Seven Hundred Sixty Nine Dollars and No Cents (\$2,769.00)** for a total lump sum amount of **Thirty Thousand Four Hundred Fifty Four Dollars and No Cents (\$30,454.00)** as shown in Attachment A.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

\_\_\_\_\_  
Agreed as to scope of services and budget:

For: **RICHLAND COUNTY, SC**

For: **THE LPA GROUP INCORPORATED**

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

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

Attachments: A - Manhour Breakdown & Fee Estimate  
B - Specific Scope of Services  
C - DBE Program FFY 2011-2013 Construction Goal Scope of Services  
D - Clearance Easement Acquisition Assistance Scope of Work  
E - Scope of Work Sketch

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9/14/2010

ATTACHMENT A  
 MANHOURLY BREAKDOWN & FEE ESTIMATE  
 THE LPA GROUP INCORPORATED  
 2010 TREE OBSTRUCTION REMOVAL PROJECT  
 JIM HAMILTON - LB OWENS AIRPORT

TASK	PRINCIPAL	SR. ENGR.	ENGR.	DESIGNER	TECH.	TECH. ASST.	TRAVEL	LODGING	PER DIEM	DIRECT SUPPLIES	REPRO.	POSTAGE	TASK COST	ASSUMPTIONS / REMARKS
<b>1 Meetings and Coordination</b>														
a. Kickoff Meeting	0	0	4	4	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000
b. Coordination with City re Tree Ordinance	0	0	10	4	0	2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000 includes 2 local meetings
c. Coordination with County re Tree Ordinance	0	0	10	4	0	2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000 includes 2 local meetings
d. General Coordination Throughout Project	0	0	96	32	0	24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,344
<b>TASK SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>80</b>	<b>44</b>	<b>0</b>	<b>26</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	\$18,344 Proposed to be Hourly, Not Fee-based
<b>2 Construction Project Manual Specifications</b>														
a. Final EIR Control Documents	0	0	8	16	0	24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,704
b. Technical Specifications	0	0	8	16	0	24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,704
<b>TASK SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>32</b>	<b>0</b>	<b>48</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	\$9,408 Proposed to be Lump Sum
<b>3 Engineer's Estimate of Probable Construction Costs</b>														
a. 35% Subtotal	0	0	4	8	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,440
b. 80% Subtotal	0	0	2	4	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$896
c. Final Subtotal	0	0	2	4	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$896
<b>TASK SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	\$1,336 Proposed to be Lump Sum
<b>4 Design Tasks for Production of Construction Drawings</b>														
a. Develop Baseline from GIS Data and Raw Survey	0	0	4	16	0	24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,272
b. Cover	0	0	4	16	0	24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,272
c. Project Layout Plan	0	0	4	16	0	24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,272
d. Project Safety and Phasing Plan	0	0	4	16	0	24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,272
e. General Notes and Quantities Plan	0	0	4	16	0	24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,272
f. Accession Plan	0	0	4	16	0	24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,272
g. Accession Removal Plans	0	0	10	40	0	60	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,680
h. Station & Elevation Control Design & Plans	0	0	12	48	0	72	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,680
i. Erosion Control Details	0	0	8	32	0	48	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,128
j. Temporary Erosion Control Details	0	0	2	8	0	12	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$844
k. Quality Control Review	0	0	4	16	0	24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,472
<b>TASK SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>56</b>	<b>224</b>	<b>0</b>	<b>336</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	\$34,416 Proposed to be Lump Sum
<b>TOTAL BASIC SERVICES</b>	<b>0</b>	<b>0</b>	<b>56</b>	<b>81</b>	<b>0</b>	<b>192</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$66,008</b>



ATTACHMENT A  
 MANHOURL BREAKDOWN & FEE ESTIMATE  
 THE LPA GROUP INCORPORATED  
 2010 TREE OBSTRUCTION REMOVAL PROJECT  
 JIM HAMILTON - L.B. OWENS AIRPORT

TASK	PRINCIPAL	Sr. ENGR.	ENGR.	DESIGNER	TECH.	TECH. ASST.	TRAVEL	LOADING	PER DIEM	DIRECT'S	REPRO.	POSTAGE	TASK COST	ASSUMPTIONS/REMARKS
<b>SPECIAL SERVICES</b>														
1. SCHEDULED Liquid Disturbance Pre-Construction Permitting	0	0	32	48	24	12	\$0	\$0	\$0	\$0	\$0	\$0	\$12,672	Assumes only 1 permit will be required for all areas considered to be "disturbed". No permit fees are included. Proposed to be Lump Sum
TASK SUBTOTAL	0	0	32	48	24	12	\$0	\$0	\$0	\$0	\$0	\$0	\$12,672	
2. DBE Plan Services a. FY 2011-2012 DBE Goal	0	48	0	0	0	2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK SUBTOTAL	0	48	0	0	0	2	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3. Develop Sketches and Graphics for Meetings	0	0	8	16	40	0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,180	\$7,180 Allowance Proposed to be Hourly, Not-To-Exceed
TASK SUBTOTAL	0	0	8	16	40	0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,180	
4. Project Formulation/Development	0	0	30	6	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,184	\$5,184 Proposed to be Lump Sum
TASK SUBTOTAL	0	0	30	6	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,184	
TOTAL SPECIAL SERVICES	0	48	40	64	64	2	\$0	\$0	\$0	\$0	\$0	\$0	\$14,936	
SUBTOTALS	0	48	230	259	258	20	\$0	\$0	\$0	\$0	\$2,355	\$200	\$68,208	
<b>ESTIMATED PRINTING/REPRODUCTION COSTS</b>														
25% Submit 2' CUB, 2' LPA	4	SETS @	14	sheets and	sheets	sheets	sheets	sheets	sheets	sheets	sheets	sheets	\$158	
85% Submit 1' 2' CUB, 2' LPA, 1' PA, 1' DOA	6	SETS @	22	sheets and	sheets	sheets	sheets	sheets	sheets	sheets	sheets	sheets	\$294	
Final Submit 1' 2' CUB, 2' LPA, 1' PA, 1' DOA, 2' placement	5	SETS @	22	sheets and	sheets	sheets	sheets	sheets	sheets	sheets	sheets	sheets	\$279	
**Specification reproduction estimated @	1	SET	150	sheets	sheets	sheets	sheets	sheets	sheets	sheets	sheets	sheets	\$173	
TOTAL ESTIMATED PRINTING/REPRODUCTION COSTS													\$68,208	
<b>SUBTOTAL SPECIAL SERVICES FEES - LPA</b>														
<b>SUBTOTAL SPECIAL SERVICES FEES - LPA</b>														
<b>SUBTOTAL TANT SPECIAL SERVICES</b>														
Field Survey Rights (Contr. 10, Direct research, Prop. Line survey, Exhibit prep., etc.) (Survey Only)														
Administrative Fee (10%)														
Charter Statement Acquisition Agent (THC, Inc.)														
Administrative Fee (10%)														
<b>GRAND TOTAL</b>														
													\$144,571	

**ATTACHMENT B  
SPECIFIC SCOPE OF SERVICES  
FOR  
2010 TREE OBSTRUCTION REMOVAL PROJECT  
AT THE  
JIM HAMILTON – L.B. OWENS AIRPORT**

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This is an exhibit attached to and made a part of the **AGREEMENT** between the **OWNER** and the **CONSULTANT** for professional consulting services for the **2010 TREE OBSTRUCTION REMOVAL PROJECT** (hereinafter referred to as **PROJECT**) at the Jim Hamilton – L.B. Owens Airport (hereinafter referred to as **AIRPORT**). The **CONSULTANT** shall perform the Basic and Special professional services under this **AGREEMENT** as indicated below.

**GENERAL**

Penetrations to the Airport's Part 77 imaginary surfaces have been identified. A portion of these identified penetrations have been previously been removed. This project will continue the effort to remove the tree obstructions. In general, this **PROJECT** will include analyzing existing aerial obstruction data, performing ground survey to identify specific trees to be removed, preparation of obstruction removal plan drawings, permitting, and avigation easement acquisition. Per previous consultation with ATL-ADO planning staff, a 34:1 approach surface will be the basis of tree penetration removal for Runway 31 and a 20:1 approach surface will be the basis of tree penetration removal for Runway 13.

The **CONSULTANT** will provide the following specific scope of work tasks in this **AGREEMENT**, which have been determined through various scoping meetings, discussions, and emails with the **OWNER**, FAA, and SC Aeronautics Commission:

**BASIC SERVICES**

1. Meetings and Coordination
2. Preparation of Construction Project Manual/Specifications
3. Preparation of Engineer's Estimate of Probable Construction Costs
4. Preparations of Construction Drawings

**SPECIAL SERVICES**

1. SCDHEC Land Disturbance Pre-Construction Permitting
2. Preparation of FY 2011-2013 DBE Goal
3. Development of Sketches and Graphics for Meetings
4. Project Formulation/Development
5. Field Survey
6. Avigation Easement Acquisition Assistance

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The following assumptions form the basis of this **AGREEMENT**:

- Two local meetings with the City of Columbia are included.
- Two local meetings with the Richland County are included.
- Only one land-disturbance permit will be required for all areas considered to be "disturbed".
- DBE Plan Update for FFY 2011- 2013 will be based on previous DBE plan.
- Development of sketches and graphics for meetings is included as an Not-To-Exceed allowance. Should additional sketches and graphics be needed, then a fee for those services will be negotiated under a separate work authorization.
- Richland County will provide the following services: payment of fees associated with permitting, public or media relations, grant financial management & quarterly reporting, any GIS data that may be useful, legal resources, and payment of costs associated with public advertising.
- Engineer's Report will not be required due to nature of project.
- USACOE 404 Permitting will not be required.
- Tree Survey requiring a certified Arborist will not be required
- Aerial obstruction data gathered by SC Aeronautics Commission in 2008 will be used as initial determination of number of obstructions and parcels affected.
- The initial determination of the number of obstructions and parcels affected is shown in Attachment E and is the basis of this scope and fee proposal.
- Obstructions in the RW 31 approach will be evaluated against a 34:1 FAA Part 77 surface.
- Obstructions in the RW 13 approach will be evaluated against a 20:1 FAA Part 77 surface.
- Obstructions not in either runway approach will be evaluated against a 7:1 FAA Part 77 transitional surface.
- A 10 feet buffer under the Part 77 surface being evaluated will be used in determining obstructions.
- All affected parcel property plats will be able to be obtained and will be found to accurate enough to be referenced as an exhibit attachment to the proposed easement.
- Several property corners per affected parcel will be able to be found, therefore allowing the existing plat to be inserted and rotated properly.
- Using the found property corners and the existing plats will allow recordable easement exhibits to be created without the need for a complete boundary survey and plat preparation.
- Surveys will be accomplished using the State Plane coordinate system and NAD83.
- Fifty percent of all affected parcel property owners will be willing to donate the easement.
- The 50% of property owners not willing to donate an easement will be negotiated with under a future Work Authorization.
- Appraisal services will not be required in this Work Authorization because it is the desire of the Airport to try to obtain as many easements as possible through donations.
- The affected parcel property owners have but one option for obstruction mitigation: complete tree removal and stump grinding flush with the ground.
- Design submittals will be at 35%, 95% and Final (100%).

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- Obstructions on property owned by Richland County, the "railroad" and VIP Developers will not be required to be individually identified since it the desire to "clearcut" these areas.
- An obstruction data point as provided in the SCAC aerial obstruction survey may represent a cluster of trees.
- Only tree obstructions are being considered with this project.
- Parcels that have obstructions only in the approaches as well as parcels that have obstructions in and out of the approaches are included.
- There are only ten parcels that meet the above criteria.

The **CONSULTANT** will **NOT** provide the following in this **AGREEMENT**:

- Re-design services associated with meeting a construction budget.
- Geotechnical services.
- Construction Phase Services.
- Evaluation of existing pavement conditions.
- Recommendations for pavement rehabilitation.
- Drainage system design and/or hydraulic modeling.
- Design or upgrades to airfield navigational aid systems.
- Permitting not specifically included.
- Design or upgrades to taxiways or runways (pavement or electrical).
- Landscaping or irrigation design.
- Historical or Archaeological surveys.
- Environmental field work.
- Jurisdictional waters and/or wetlands permitting and mitigation services.
- Airside and/or Landside master planning services.
- Design services related to utilities.
- Design or coordination of existing structure demolition and/or removal or environmental/hazardous material assessment.
- Aerial surveys, photography, or mapping services.
- Engineer's Report.
- Zoning Ordinance Review & Recommendations.
- USACOE 404 Permitting.
- Tree Survey requiring services of a certified Arborist.
- Design or coordination for obstruction lighting.
- Attendance at Council or public Meetings.
- Public/Media Relations.
- Financial management, quarterly reporting and closeouts of grants.
- Permitting Fees.
- Environmental Assessment.
- Complete property boundary surveys and plat preparation for affected parcels.
- Obstruction Identification and parcel research on parcels other than those shown on Attachment E.
- Post-construction obstruction verification surveys.
- Appraisal services.

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- Easement acquisition services beyond those affected parcels shown on the attached sketch.
- Easement value negotiations since the assumption is that easements will be donated by 50% of the property owners.
- Development of Landscape Ordinance Compliance Plan.
- Categorical Exclusion Checklist Preparation & Coordination.
- SCDOT Encroachment Permitting.
- FAA/State Grant Services.
- Field Exploration to Visit Parcels.
- Coordination with Railroad or SCDOT.
- Bidding Phase Services.
- Preparation of FAA Form 7460-1 Notice of Proposed Construction or Alteration.

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Item# 11

Attachment number 1  
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## ATTACHMENT C

### DISADVANTAGED BUSINESS ENTERPRISE PROGRAM FFY 2011-2013 DISADVANTAGED BUSINESS ENTERPRISE 'CONSTRUCTION' GOAL SCOPE OF SERVICES

**JIM HAMILTON - L.B. OWENS AIRPORT  
COLUMBIA, SOUTH CAROLINA**

#### I. INTRODUCTION

This scope of services represents a plan-in-progress for the purpose of securing public comment, and to meet compliance standards of the Code of Federal Regulations (CFR) relating to the participation of socially or economically disadvantaged individuals or organizations (Disadvantaged Business Enterprises [DBEs]) in the public procurement process. The Disadvantaged Business Enterprise Program (the Plan) sets forth the Preliminary Compliance Plan for airports using the revised standards of 49 CFR Part 26, *Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs*.

Effective March 5, 2010, the United States Department of Transportation (US DOT) amended 49 CFR Part 26 which now requires recipients to submit for review DBE goals for federally funded contracting opportunities every three (3) years rather than annually. If overall goals are set on a fiscal year basis, the DBE goal is to be submitted to the FAA by August 1 at three-year intervals. Recipients are required to conduct annual reviews to account for changes that may warrant a modification of the overall goal. Further, a recipient must submit to the operating administration (Federal Aviation Administration (FAA)) for approval of any significant adjustment made to the goal during the three (3) year period based upon changed circumstances (f)(1).

Annual reports of actual construction participation, however, still must be provided to the FAA by December 1 via the FAA's electronic database (DOORS). This statistical data is to be used to determine compliance with DBE goals, as well as to adjust race-conscious and race-neutral DBE participation.

Participation goals, methods of attainment, and other portions of the Plan are subject to revision following a 45-day public comment period that commences with the date of publication of the Plan, and subsequent federal review. The provisions contained within the Plan relate to all public contracts to be accomplished with US DOT grant assistance, including FAA AIP and South Carolina Aeronautics Commission (SCAC), for which the federal share is \$250,000 or greater during fiscal years 2011 through 2013.

#### PROJECT OBJECTIVE

The overall purpose of this document is to establish an airport 'Construction'<sup>1</sup> goal for DBE participation on US DOT-assisted airport contracts at the Jim Hamilton-L.B. Owens Airport, Columbia, South Carolina for the fiscal years 2011 through 2013, which starts on October 1, 2010, in accordance with US CFR 49 Part 26. Therefore, THE LPA GROUP INCORPORATED (LPA) will assist Richland County (County) and airport management in the development and submittal of the FYs 2011-2013 DBE Construction Goal.

<sup>1</sup> The 'Construction' goal includes any engineering design, planning, environmental, security, financial, construction, etc. contracts which may be eligible for FAA/DOT federal funding.

## ATTACHMENT C

In order to obtain federal funding equal to or in excess of \$250,000, Richland County, as the Owner of the Jim Hamilton-L.B. Owens Airport (CUB), must sign assurances that the airport and County will comply with 49 CFR Part 26, and will provide DBEs an equal opportunity to receive and participate in US DOT assisted contracts.

As a provision of all public contracts to be accomplished with US DOT grant assistance for which the federal share is \$250,000 or greater, Richland County must develop a Disadvantaged Business Enterprise 2011-2013 Goal Program which will accomplish the following:

- Ensure nondiscrimination in the award and administration of US DOT assisted contracts.
- Create opportunities in which DBEs can compete fairly for US DOT assisted contracts.
- Ensure the DBE program is narrowly tailored in accordance with applicable law.
- Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs.
- Help remove barriers to participation of DBEs in US DOT assisted contracts.
- Assist the development of firms that can compete successfully in the market place outside the DBE program.

Further, the maximum feasible portion of the overall "construction" goal must be obtained using race-neutral means of facilitating DBE participation.

Implementation of the FAA DBE Construction Goal is accorded the same priority as compliance with all other legal obligations currently incurred by Richland County in its financial assistance agreements with the US DOT. Therefore Richland County must disseminate this policy statement to all components of their organization. Further, Richland County must distribute this statement to DBE and non-DBE business communities as well as make it available for public screening and comment.

### ELEMENTS

#### **Element 1: Fiscal Year 2011-2013 DBE Construction Goal - August 1, 2010**

##### *Task 1.1 Preliminary Coordination - Client and FAA*

This task includes preliminary coordination with County and airport staff, contractors, FAA and South Carolina Aeronautics Commission (SCAC) personnel necessary for development of FFYs 2011-2013 DBE Construction Goal (October 1, 2010-September 30, 2013) for the Jim Hamilton - L.B. Owens Airport pursuant to the revised standards of 49 CFR 26.

##### *Task 1.2 Client Meeting and Data Collection*

This task is intended to identify and obtain all required contract, financial, and DBE information necessary to determine the overall DBE goal for US DOT-assisted contracts at CUB through fiscal year ending 2013. As a result, this will require a meeting/conference call with County and airport staff to obtain information on US DOT assisted airport related projects expected to be awarded in Fiscal Years 2011, 2012 and 2013 including any monies received through the 2009 American Recovery and Reinvestment Act (ARRA).

## ATTACHMENT C

If ARRA funds were obtained for use on planned FYs 2011 through 2013 projects, then a separate disadvantaged business enterprise goal must be developed specifically for ARRA funded projects. According to the Federal Aviation Administration and US DOT, projects must be identified separately within the DBE program and specific goals must be developed associated with those projects. Actual DBE and non-DBE participation associated with 2009 ARRA funds must also be reported separately from total actual annual DBE participation.

To determine the DBE construction goal, LPA will identify, using local information and SCDOT DBE Directory information:

- Services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community in order to make reasonable efforts to use these institutions and to encourage prime contractors on US DOT-assisted contracts to make use of these institutions;
- The County's Normal Market Area for aviation related projects, which is defined as the area or combination of areas where at least 70-75 percent of historical contract dollars were spent. In the case of South Carolina, FAA recommends that the market area consist of the entire state;
- Anticipated FY 2011, 2012 and 2013 US DOT Assisted Contracts based upon a review of the Capital Improvement Projects planned for fiscal year ending 2013, including those already started; those to be started before September 30, 2013; or those projects which were started prior to fiscal year 2011 but will be completed before September 30, 2013; as well as meetings with County and airport staff, SCAC, and current project contractors, and
- DBE and Non-DBE Contractors and sub-contractors within the normal market area ready, willing and able to accommodate US DOT-assisted project demand requirements for FYs 2011 through 2013.

### *Task 1.3 Community Outreach*

Based upon discussions with FAA Civil Rights, additional effort is being placed upon public participation and outreach as outlined in Section 26.45 (g). Therefore, prior to determining the DBE goal percentage for Fiscal Years 2011 through 2013, LPA must review any DBE outreach programs provided by the County, local disparity studies, as well as consult with minority, women's and general contractor groups, community organizations and other officials or organizations, including SCAC and Richland County, to obtain information related to the availability of disadvantaged and non-disadvantaged business opportunities and any potential discrimination which may impact opportunities for DBEs, in addition to identifying and applying the County's efforts to establish a level playing field for DBE participation on airport projects.

### *Task 1.4 Evaluation of DBE Construction Goal*

This task will include the evaluation of the overall DBE construction goal for federally funded US DOT assisted airport contracts for fiscal years 2011 through 2013, including that projection of the portion of the goal that is expected to be met through race-neutral means, and must establish contract goals to meet any portion of the overall goal that cannot be met using race-neutral means.

LPA will determine the DBE construction goal percentage for fiscal years 2011 through 2013 by comparing available DBE contractors and subcontractors and non-DBE contractors and subcontractors for US DOT assisted projects. Once the base number has been determined, the overall goal is compared to historic DBE goal percentages on similar projects from FYs 1999-2009, if available, to provide a



## ATTACHMENT C

weighted total percentage and the contract fee available for DBEs, as well as the percentage and contract fee associated with the overall race-neutral contract goals for the airport system.

### *Task 1.5 Report Preparation, Review and Submittal*

This task involves the preparation of the DBE Airport Construction Goal Report for Fiscal Years 2011-2013, which includes the DBE Construction Goal Determination and Methodology as well as copies of the County's Organizational Chart and SCDOT DBE Directory. An interim review will be produced, which is subject to revision after a 30-day review, 45-day public comment period. The County is responsible for advertising the goal and goal methodology to allow interested parties to review and provide comments. Following the 45-day comment period, any information received will be incorporated into the report.

### *Task 1.6 Follow-up Coordination - Client and FAA*

Following the 45-day comment period and upon receipt of all public comments, LPA will submit a finalized copy of the report including a copy of the DBE Goal Advertisement to FAA Civil Rights Office for review and approval. If no comments are received prior to October 1, 2010, the County may use this established goal for airport related projects with federal funding greater than \$250,000. If any comments or questions are received from FAA, LPA will address and resubmit to the client and FAA for final approval. Copies of the Final Report will be sent to the airport and Richland County as well as kept on file at LPA's offices in Tampa, Florida.

## II. SCHEDULE

LPA will assist the County in the preparation and submittal of required documentation for both the FFY 2011-2013 DBE Goal Report and FFY 2010 DBE Actual Construction participation requirements as outlined in 49 Code of Federal Regulations Part 23 and Part 26. Submittal dates to the FAA Office of Disadvantaged Business are as follows:

- **FFYs 2011-2013 DBE Construction Goal - August 1, 2010**

This project will begin immediately following issuance of Notice to Proceed. Copies of FFYs 2011-2013 DBE Construction Goal will be submitted to the County no later than 45 days prior to the date listed above.

FFYs 2011-2013 DBE Construction Goal requires a 30-day public review and **45-day** public comment period prior to the August 1, 2010 submittal date otherwise the County will be deemed as non-compliant by the FAA Civil Rights Office. Following the comment period, LPA will incorporate any relevant comments and submit the documentation to Richland County for final approval and signature. At that time, the County DBE Officer must provide a signed copy, including a copy of the public advertisement, to FAA Civil Rights Office, Atlanta FAA Regional Headquarters for review and approval. Or if the County prefers, submit all data to THE LPA GROUP for submittal to FAA in the County's name. Any changes to the documentation required by FAA following this review will be performed by LPA and resubmitted to the FAA and Richland County for final acceptance.

Hard copies of FFYs 2011-2013 Construction Goal submittals will be provided to County and airport management and copies (electronic and hard) will be maintained at LPA's Tampa Florida Office.

ATTACHMENT D

Jim Hamilton L.B. Owens Airport, Columbia, South Carolina  
Clearance Easement Acquisition Process – PHASE I (10 Easements)– AVIGATION EASEMENT  
DONATIONS:

**Preliminary Title Reports:** To be provided at start of project by County Attorney. (see *Attorney Services* below).

**Initial Contact:** After receipt of the titles the Acquisition Agent will contact each property owner to explain the acquisition process and request a "right of entry" form in order to allow the surveyor and agent to perform necessary services. Upon receipt of the executed right of entry forms, THC will contact the surveyor and issue a contract and notice to proceed for surveyor services relative to the identified parcels.

**Engineering Services**

The LPA Group will supply the Surveyor with ground elevations, airspace encroachment limits to determine the airspace height restriction limits, and zoning height restrictions already in place by the City/County, as well as site the tree or tree clusters encroaching into the airspace on every parcel. The engineering firm (LPA Group) and the Surveyor will work together to produce the "Airspace Drawing" which shows the height restrictions over each parcel and determine which restriction takes precedence (current City/County zoning on height restrictions or FAA restrictions) Encroaching tree(s) and or tree clusters will be marked on the ground to show the property owner which trees are affected. We will need certified plats in full size (2 sets), half-size (2 sets) and 8 1/2" x 11" and 11" x 17" electronically.

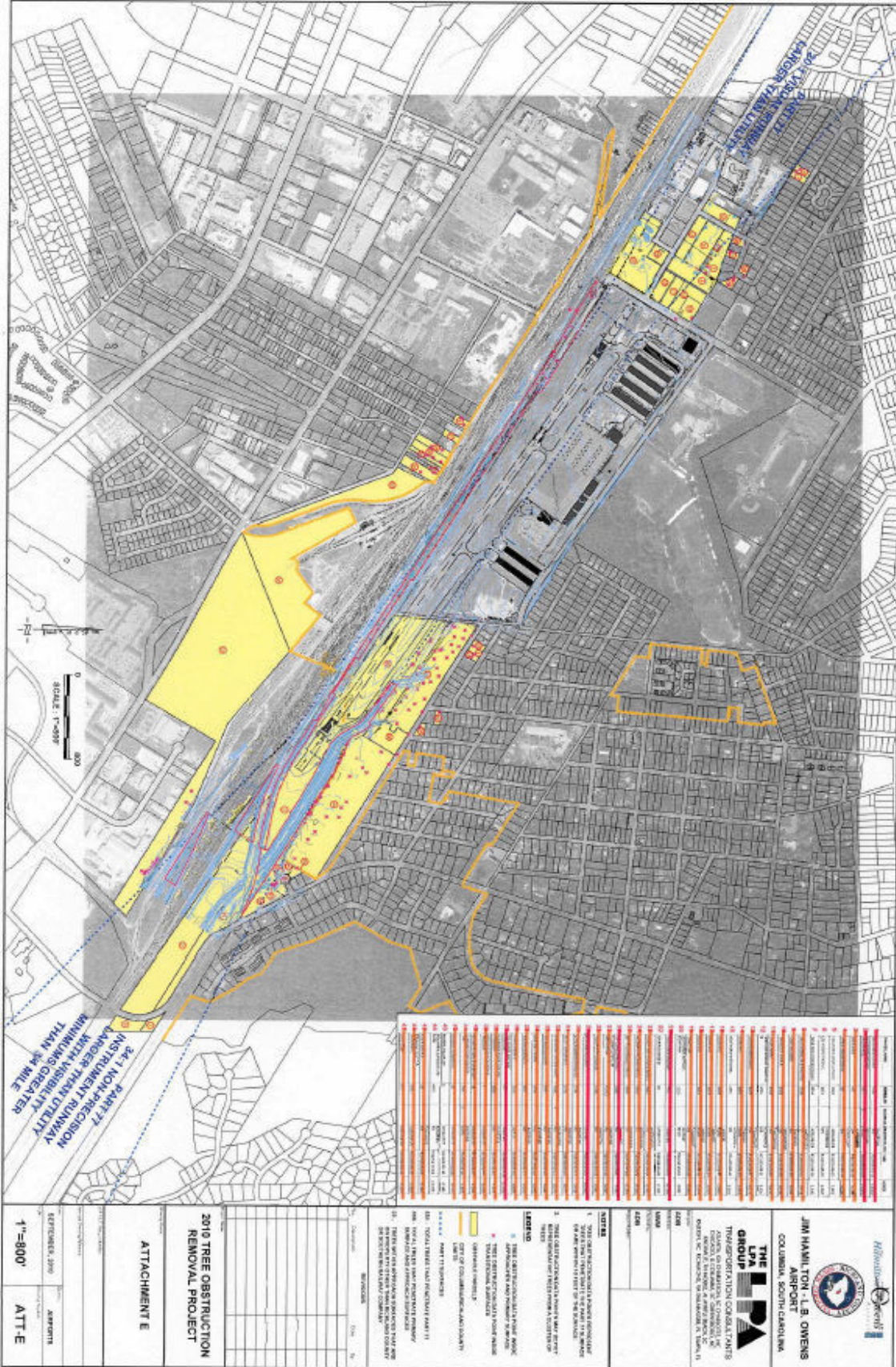
**Interview:** Upon completion of the Airspace Drawing, THC will arrange a meeting with the property owner to accomplish the following:

1. The interview contact with the property owner will be to request an avigation easement donation over their property for the safety of the traveling public. The airport will remove the encroaching tree(s) and grind the stump(s) for clearance of trees encroaching in the air surface.
2. Options (special stipulations on option) will be to retain the timber and/or replace trees and property owners will be asked to sign the avigation easement (multiple copies for recording purposes) and will be informed that the donation form and easement documents will be recorded in the Richland County Courthouse. The property owner will receive a copy of the recorded documents and a copy of the recorded documents will be placed in the parcel file for the project.

**Prepare Final File:** Upon completion of the project, the THC Project Manager will audit each parcel file internally to ensure that all documentation is complete and ready for final submittal to the Agency.

**Miscellaneous Meetings, Planning, and Program Management:** These tasks will be performed as needed throughout the acquisition process with the Agency, their representatives and sub-consultants, etc.

**Attorney Services:** Professional legal services, provided by the County (*This assumes the Attorney has no conflict of interest with the parcel owners and possesses condemnation experience*), for the donation of the easement will include performing title examinations, covering a period sufficient to identify current owners of the property and meet local title insurance requirements. Updated titles may be required if information is obtained which shows documents not recorded prior to the preliminary title report. All easements will be recorded once donation is made and recorded copies distributed to property owner and to THC for the parcel file.



# Richland County Council Request of Action

## **Subject**

Purchase/Sale of Wetlands around Carolina Bay/Mistletoe Bay (Conservation Banking) (*Forwarded from the D&S Committee*) [**PAGES 57-64**]

## **Notes**

October 26, 2010 - The committee recommended that Council approve the request to adopt the Wetlands Mitigation Banking proposal in Lower Richland as described in the Central Midlands Technical Report. The vote in favor was unanimous.



## **Richland County Council Request of Action**

**Subject:** Conservation Banking

### **A. Purpose**

County Council is requested to approve the Wetland Mitigation Banking proposal in Lower Richland as described in the Central Midlands Technical Report to protect valuable natural resources, restore wetlands, buffer streams, create passive recreation, and generate funding through the mitigation banking process in volunteer partnerships with private landowners.

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

County Council and staff had previously identified a valuable ecological area near Lower Richland Boulevard and Hwy 378 containing a Carolina Bay, wetlands, and perennial streams in the Cabin Branch Watershed. Council requested a formal technical report and recommendation from Central Midlands to evaluate ecological features, wetland restoration requirements, landowner interest, and a financial report on the banking process. Central Midlands had already established a regional banking program with the Army Corp of Engineers to assist local governments and private citizens. Central Midlands is prepared to seek tentative approval from The Army Corp of Engineers to validate the wetlands bank and credits on behalf of Richland County. Private – Public Partnerships would be developed with volunteer landowners.

### **C. Financial Impact**

The Central Midlands Report reflects an initial investment for restoration efforts in a private - public partnership and a substantial cost return during the banking process. Initial funding from County Council would be considered in the upcoming budget cycle for FY2012.

### **D. Alternatives**

1. Approve the request to adopt the Loam Plains Mitigation Bank Proposal in Lower Richland. This will protect valuable natural and historic resources, restore wetlands, maintain rural landscape character of the area, create green space for passive recreation and education, and generate a funding source to complete the mitigation plan in partnership with private landowners.
2. Do not approve - will allow high density development, reduce green space, remove wildlife habitat, impair a natural Carolina Bay, reduce funding opportunities for long term conservation and resource protection in other areas of the county, and change our rural landscape character forever.

**E. Recommendation**

***"It is recommended that Council approve the request to adopt the Wetland Mitigation Proposal as recommended by Central Midlands."***

Recommended by: Department: Date: 10-12-2010

Anna Almeida, Director	Planning
Carol Kososki, Chair	Conservation Commission
Jim Wilson, Staff	Environmental Program Manager
Quinton Epps, Staff	Flood Plain Manager

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers Date: 10/19/10  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation: No recommendation due to time constraints on the ROA process. Based on just receiving the information, Finance has not been provided a reasonable amount of time to review and a recommendation. Therefore we would request additional time to research the proper accounting treatment, any liability created through the establishment of an LLC, etc prior to providing a recommendation to Council.

**Procurement**

Reviewed by: Rodolfo Callwood Date:  
 Recommend Council approval  Recommend Council denial  
Comments regarding recommendation: No recommendation; Procurement have not receive any information on this project to substantiate recommendation .

**Legal**

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

**Administration**

Reviewed by: Sparty Hammett Date: 10/19/10  
✓ Recommend Council approval  Recommend Council denial  
Comments regarding recommendation: Recommend approval of moving the concept of mitigation banking forward using private-public partnerships. Funding associated with the project would be addressed through the FY2012 budget process. Prior to the funding request, staff will work with the Finance Director to address concerns regarding proper accounting treatment and any liability associated with mitigation banking.

## **Southeastern Environmental Solutions, Inc.**

131 Mayland Court, Irmo, SC 29063

Office/Mobile (803) 238-9464      email: [sesirmo@gmail.com](mailto:sesirmo@gmail.com)

### *Email Transmittal*

Date: October 8, 2010

To: Mr. Wayne Shuler  
Mr. Norman Whitaker  
Central Midlands Council of Governments  
236 Stoneridge Drive  
Columbia, SC 29210

From: Shannon Smith, President

Re: **Technical Memo – Phase 4c**  
Loam Plains Mitigation Bank

Southeastern Environmental Solutions, Inc. (SES) is pleased to provide Central Midlands Council of Governments (CMCOG) with this Revised Draft Technical Memo that incorporates directions provided by Richland County (County) in their letter, dated August 10, 2010, and subsequent emails. The information is based on the general assumption that the County plans to develop landowner partnerships for mitigation. Specific items addressed in our memo to you include:

1. Background Information: Site Selection Process/Criteria
2. Financial Analysis for the preferred Mitigation Bank option (see attached spreadsheet and map)
3. Anticipated Timeline over the Next 5-7 Years
4. Suggested Business Partnership Relationship and Distribution of Bank Revenues

- **Background Information: Site Selection Process/Criteria**

In August of 1997, SES established the Broad River Mitigation Bank for Richland County government projects. This bank was used to compensate for impacts to wetlands elsewhere in the County and saved the taxpayers over \$95,000 in fees that a private sector bank would have charged for mitigation credits. Because the bank consisted solely of preservation credits and did not contain any restoration credits, SES recommended that the County consider establishing mitigation banks in various watersheds to compensate for impacts associated with public works and infrastructure projects. However, due to budgetary constraints at the time, the County was not able to conduct the inventory of properties needed to derive a list and map of suitable mitigation properties.

Subsequently, SES approached CMCOG to see if they would be interested in establishing mitigation banks within the Midlands as part of their comprehensive planning services. As a regional stakeholder in water quality issues, the CMCOG recognized that regional natural resource management was necessary to complement the leadership role it had already been taking in transportation, utilities, and economic development planning. Therefore, in 2003 SES began working with the CMCOG to conduct a pilot study to determine the feasibility of establishing multiple mitigation banks in the Midlands. At that time, CMCOG did not have any specific sites in mind, nor did they have a goal of restoration/protection of aquatic resources in any particular watershed within its 4-county region.

As the project progressed and more information became available, SES recommended that the CMCOG take a comprehensive, systematic approach to finding mitigation bank property. In the

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Attachment number 1  
Page 3 of 8

past, this approach had not been possible for any one local government in the Columbia metropolitan area to undertake due to the overlap of ecosystem, watershed, and political boundaries. However, it became clear that CMCOG-sponsored mitigation banks could resolve this because the CMCOG encourages municipal/county governments to work together for the good of the region. Consequently, CMCOG decided to work with SES to evaluate mitigation opportunities in various ecosystems and watersheds within Richland, Lexington, Fairfield, and Newberry counties.

The first step was a series of meetings with Federal, State, County, and local natural resource professionals to develop conservation goals and target watersheds within the CMCOG region. One of the things upon which group members agreed was an approach that would locate restoration/protection opportunities in rural areas instead of urban ones due to land costs, storm water runoff issues, and the likelihood of long-term success relative to future urban sprawl. To increase the likelihood of finding properties in need of restoration, SES focused study efforts on rural areas approximately one watershed away from the edge of moderately populated areas. Various GIS layers were then selected, revealing ecological patterns and preferred watersheds that appeared ideal for further bank feasibility studies. The result was maps and narrative descriptions for several sites assumed to contain the top restoration and protection opportunities in the Midlands.

SES and CMCOG worked closely with local Soil and Water Conservation Districts to find the best way to contact owners of the aforementioned properties. Some owners were interested in discussing conservation opportunities on their land, while others were nonresponsive. In the end, Mr. Ted Hopkins was contacted and asked whether he and the other owners of adjacent/nearby family lands might be interested in working with the CMCOG to explore the possibility of mitigation banking. He was very receptive to further discussions, indicating that his family has deep ties to the land dating back to the late 1770's and that they would like to leave a positive legacy in the Lower Richland Community.

Several studies were conducted on the land to investigate its conservation potential. Delineations of aquatic areas indicated a few hundred acres of wetlands and about 2 miles of streams to be present on Hopkins family lands straddling Air Base Road. This delineation was approved by the Corps of Engineers for all of the sites studied at the time. The condition of these wetlands varied greatly - those along the streams were in almost pristine condition, while many of the Carolina Bay wetlands had man-made alterations, such as ditches, fill, and replacement of native hardwood species with pine trees and nuisance grass species. Wetland boundaries were surveyed using a GPS, and the acreages of both pristine and restorable wetlands were quantified. In addition, botanical studies indicated the presence of several rare statewide species of concern that were being overshadowed by the grasses. These studies suggested that removing planted pines and invasive grasses by cutting, controlled burning, and ditch plugging could allow these rare species to flourish. This could also create ideal habitat for a few Federally listed endangered plants. These studies led SES to conclude that the Hopkins family properties contain an ideal number of conservation projects for Richland County. Subsequent financial analysis indicated that if the properties were combined, they would also make a good wetland mitigation bank.

Therefore, by early 2006, SES presented a draft mitigation plan to the South Carolina Mitigation Bank Review Team (MBRT). This group is made of about 10 Federal/State natural resource agencies and is now known as the Interagency Review Team (IRT). Their charge is to review mitigation proposals, construction of restoration projects, and success monitoring to make sure that they meet all the criteria established by the US Army Corps of Engineers (Corps), US Environmental Protection Agency (EPA), and South Carolina Department of Health and Environmental Control (SCDHEC). Their initial response was positive, and they appreciated both the site selection process as well as the magnitude of the Bank's size and its conservation opportunities. Since then, the IRT has also visited the site and has requested that SES:

- Delineate boundaries of any additional wetlands that would be included in the Bank
- Conduct baseline monitoring to demonstrate how some of the wetlands are impaired, and
- Provide a Draft Prospectus in their new format to outline the proposed conservation projects



- **Financial Analysis for the Preferred Option** – An analysis of 4 options with various mitigation bank boundaries and assumptions was provided during a meeting with CMCOG and County staff on June 23, 2010. Based on an analysis of these options, SES recommended that the County include all mitigation sites on both sides of Air Base Rd (the “All Sites” option). This would generate the most credits, especially the restoration/enhancement type which can generate more revenue. To keep upfront costs down, restoration projects could be done using a phased approach. Projects that are predicted to have the highest probable economic yields and ecological restoration success rates would be included in the first phase.

County staff agreed and subsequently directed CMCOG and SES to complete the analysis based on the assumption that all previously studied Sites would be included within the Bank boundaries and that the highest possible mitigation credits would be awarded to these conservation projects by the South Carolina Interagency Review Team (IRT). Bank Phases are as shown on the attached map.

- **Phase 1** – As soon as the wetland mitigation bank is approved by the IRT, all of the land within Phase 1 will be protected forever through a conservation easement, providing the citizens of Richland County with an ecotourism destination that will improve and maintain the water quality and wildlife habitat just upstream from Congaree National Park.
  - Most of the properties within Phase 1 are located north of Air Base Road, between Lower Richland Boulevard and Cabin Branch. The exception to this is Site 2a, a Carolina Bay located south of the road. This site would also be included in Phase 1 due to its immediate restoration potential (as evidenced by over 2 years of ground water level data we have collected there.)
  - Another Phase 1 site with restoration potential is Site 10, a drained Carolina Bay currently being used for agricultural purposes.
  - At this time, we do not know what type of credits the IRT will award Mistletoe Bay, the largest Carolina Bay wetland in Richland County; therefore, that site would most likely be a later restoration effort in Phase 1.
  - Another ecological treasure in Phase 1 that would be protected from future development encroachments is a one-mile long stretch of wetlands on the north side of Airbase Road, adjacent to Cabin Branch. This section of swamp is located just south of Garner’s Ferry Road (behind Defender Industries) and forms the headwaters of the stream/wetland system. Protecting this drainage feature is excellent for maintaining the near pristine water quality and wildlife habitat that eventually drains into Congaree National Park.

**In summary, Phase 1 would consist of approximately 377 acres of wetlands and upland buffers combined and could generate about 560 wetland mitigation credits. This could result in a potential NET profit of about \$5.2 million.**

- **Phase 2** - All of the properties within Phase 2 are located south of Air Base Road:
  - Phase 2 sites with restoration potential include Sites 4/5, 7, and 8, which are partially drained Carolina Bays from which timber is periodically harvested.
  - The Cabin Branch wetland/stream system continues for about another mile on the Hopkins family properties south of Airbase Road. Uplands adjacent to this swamp are also included in land from which timber has been periodically harvested. By including the swamp and an adjacent upland buffer corridor in the Bank, a significant area would be protected from further land disturbing activities. In addition, the protected land would

serve as a water quality filter from potential erosion resulting from future nearby development.

**In summary, Phase 2 would consist of approximately 70 acres of wetlands and upland buffers combined in the Carolina Bay sites and could generate at least 135 wetland mitigation credits. This could result in a potential NET profit of over \$1.9 million. The Cabin Branch stream/wetland system south of Airbase Road would still need to be evaluated to determine the potential NET profit from protecting this natural resource. However, it would be similar to the northern portion of Cabin Branch (~125 acres of wetlands/upland buffer combined, ~165 wetland credits, and ~\$1 million in revenue).**

The NET profit projections shown above included construction costs estimated by a professional engineer (PE) that were based on a design-build approach. Actual bids for the construction work may vary (be higher or lower). However, we think that the quality of the project will be better with a design-build approach because it will take less time to get the work done, and it should cost less in the long run because we won't have to generate change orders with a contractor any time something unexpected comes up. Preliminary cost estimates from our restoration specialist are included in the attached spreadsheets.

**Using these recommendations, we estimate that about 700 wetland mitigation credits could be generated within the Phase 1 and 2 wetland sites that have been delineated, with an anticipated NET profit of approximately \$7.1 million over the life of the Bank. (Revenues from Cabin Branch South would be in addition to this.)**

- **Timeline** – see the attached IRT timeline for a general idea of the length of the Banking process. Then add approximately 5-7 years of monitoring at the end of it because credits are generally released by the IRT on a schedule that corresponds with meeting success milestones for conservation efforts. It is common to receive up to 30% of the total credits in the Bank during the first year after the Banking Instrument is approved and construction associated with the restoration work is complete. Based on the number of credits the IRT will award for each Site, SES will work with the COG/County to develop a strategy for the exact timing of the phases. However, it is usually prudent to initiate baseline monitoring for Phase 2 Sites during Phase 1 activities.
- **Work Needed to Complete Current Contract** - As part of our current contract with the COG, SES will complete the Draft Prospectus based on the Bank boundaries selected by the County. Prior to submittal, SES would meet with the Corps informally to discuss the content of the Draft Prospectus and make sure we are providing all information necessary to get the Prospectus on Corps Public Notice. In the Prospectus, roles would be suggested as follows:
  - Bank Owner - Richland County Mitigation Banking Partnership
  - Bank Sponsor - Central Midlands Council of Governments
  - Long Term Steward - Richland County Conservation Commission, COG, or a local land trust such as Congaree Land Trust or Community Open Land Trust; and
  - Bank Operator - SES
- **Work Needed to Finish Establishing the Bank** - Under the next contract amendment with the COG, SES will finalize the Prospectus, prepare the Mitigation Banking Instrument, and do all steps necessary to get the Bank approved by the IRT. COG would be reimbursed by the County. The cost for these services is included in the attached spreadsheets; however, SES will provide more detailed information once the County has decided the nature of the business partnership they will develop with the landowner.
- **Suggested Business Partner Relationship** - Once the Bank is approved by the IRT, we suggest that the County and COG set up an LLC for the Bank (either one that includes Ted Hopkins or one that does not). Because of its regional role in the Midlands, we would recommend that the COG be

managing member of the LLC. Since the County would be included in a partnership with the landowner for the land containing the Bank, this business structure would show the IRT that the workings of the Bank will be objective and above the perceived influence of local politics. Two areas where this will really matter are monitoring the success of restoration activities and tracking the sale of credits to make sure the Bank is not selling more credits than what the IRT has released in any given year. In addition, we think that Bank management by a regional planning organization like the COG would cause the IRT to be more open minded about an umbrella banking concept for adding more mitigation sites in the future.

- **Operating the Bank** - Once the Bank is approved, SES will contract with the LLC to do the restoration, monitor the Bank's success, and operate the Bank (facilitate credit sales and provide annual reports until all credits have been sold).
- **Distribution of Bank Revenues** - When credits sell, each member of the LLC would first be reimbursed for any costs associated with the Bank. Then NET profits could be divided in a way approved by all members of the LLC.
- **County's Next Step** - County reviews our financial analysis and decides how to proceed with the establishment of landowner partnerships. County verifies that suggested roles are acceptable for inclusion in the Draft Prospectus.

## Proposed Loam Plains Wetland Mitigation Bank - Plan 1\*

See attached map for Phase 1 and Phase 2 boundaries in the Bank

	Phase 1	Phase 2	Totals Over Life of the Bank
Area of wetlands and upland buffers combined (acres)**	377.15	70.05	447.20
Anticipated Wetland Mitigation Credits	559.61	135.10	694.71
Estimated Gross Revenue	\$6,009,106.50	\$1,958,950.00	\$7,968,056.50
Estimated Cost	\$812,258.50	\$92,497.00	\$904,755.50
<b>Estimated NET Profit</b>	<b>\$5,196,848.00</b>	<b>\$1,866,453.00</b>	<b>\$7,063,301.00</b>
Wetland Area (acres)	285.50	49.75	335.25
Upland Buffer Area - acres (100ft wide)	91.65	20.30	111.95
Total Mitigation Area (acres)	377.15	70.05	447.20
Estimated Gross mitigation revenue/acre for all mitigation sites combined	\$15,932.94	\$27,965.02	\$17,817.66
Estimated mitigation cost/acre for all mitigation sites combined	\$2,153.67	\$1,320.44	\$2,023.16
<b>Estimated NET mitigation profit/acre for all mitigation sites combined</b>	<b>\$13,779.26</b>	<b>\$26,644.58</b>	<b>\$15,794.50</b>
Notes	*Plan 1 assumes that Mistletoe Bay is Awarded Restoration and Preservation Credit in Phase 1	*Plan 1 assumes that Sites 4/5, 7, and 8 are Awarded Restoration and Preservation Credit in Phase 2	**Acreages shown above do NOT include other uplands within parcels which may also need to be included with the mitigation land. In addition, Phase 2 acreages do not include the southern portion of the Cabin Branch Swamp system (~125 acres of wetlands/upland buffers)

Costs **did NOT** include the following: (1) land costs (unknown to SES), (2) legal fees associated with drafting the conservation easement (it was assumed that this would be done by either COG or County legal staff), (3) a stewardship donation to a private land trust (it was assumed that either the COG or RCCC would hold the conservation easement), and (4) surveying of individual parcel boundaries

Cost estimates **DID** include the following: restoration design by a P.E. and construction of all restoration projects, baseline monitoring and 5 years of post-construction monitoring for the restored Sites and 2 Reference Sites, surveying/platting of wetland and upland buffer boundaries by a RLS, mapping and coordination with legal staff to complete the Conservation Easement, completion of Prospectus and Banking Instrument documents, meetings with Project Team, COG/County, and IRT, review of Annual Monitoring Reports, preparation of Annual Credit Release Requests, maintenance of Bank Accounting Records, documentation of Credit Sales, and the COG investment in the project from Phases 1-4c.

Phase 2 revenues would actually be much higher once credits from the portion of the Cabin Branch swamp south of Airbase Road are determined and added in. This area would need to be delineated and surveyed by GPS to quantify wetland/upland buffer acreages, as well as potential credits, which would be similar to those generated by the northern portion of Cabin Branch (~165). Estimated revenues would also be similar (~\$1 million in addition those shown above.)

# Richland County Council Request of Action

## **Subject**

Quit Claim, portions of Lake Dogwood Circle (*Forwarded from the D&S Committee*) [**PAGES 66-67**]

## **Notes**

October 26, 2010 - The committee recommended that Council approve the quit claim but require compensation from the individual requesting the quit claim. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Quit Claim, Portion of Lake Dogwood Circle

**A. Purpose:**

County Council is requested to consider a quit-claim deed by which Richland County releases its interest in part of the right of way for an unimproved section of Lake Dogwood Circle from the northeast corner of TMS# R35881-04-05 to the spillway for Murray Pond located on TMS# R35481-03-01 to Mr. Jack A. Bryant of 619 Hallman Wagon Road Leesville, SC 29070.

**B. Background/ Discussion:**

Lake Dogwood Circle was taken into the Richland County system in 1989, but was never developed or paved. The adjacent property owner has expressed an interest in having the property quit claimed to them for future development.

**C. Financial Impact:**

Section 21-14 of the Richland County Code of Ordinances states that:

“The County Council may require the grantee(s) to pay up to the fair market value, as determined by the County Assessor’s Office, in exchange for the conveyance of the right of way.

**D. Alternatives:**

The alternatives available are

1. Grant the quit claim without compensation
2. Grant the quit claim but require compensation
3. Deny the quit claim.

**E. Recommendation:**

The Engineering Department recommends quit-claiming this portion of right of way back to the adjoining property owner. Quit-claims in the past have been granted both with and without compensation. If the quit-claim is approved, the compensation issue will be left up to the County Council.

Recommended By: David R. Hoops, P.E.

Department: Public Works Date: 9-1-2010

**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:

**Legal**

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: No recommendation : Council discretion

**Administration**

Reviewed by: Sparty Hammett

Date: 9/20/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

# Richland County Council Request of Action

**Subject**

Brown Conservation Easement Donation (*Forwarded from the A&F Committee*) [PAGES 69-84]

**Notes**

October 26, 2010 - The committee recommended that Council approve the request to accept the conservation easement on 56 acres owned by Jeff Brown. The vote in favor was unanimous.



# Richland County Council Request of Action

**Subject:** Brown Conservation Easement Donation

## **A. Purpose**

County Council is requested by the Conservation Commission to accept a conservation easement on 56 acres as a donation in northwest Richland County Broad River Area in the Wateree Creek Watershed in order to protect a valuable floodplain, natural resources, water quality, wildlife, and preserve valuable open space.

## **B. Background / Discussion**

Jeff Brown, Cotton Wood Land Holdings, LLC, has made a formal application to the Conservation Commission to help protect his valuable natural resources, wetlands, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for timber, wildlife, and scenic beauty. The property is a critical segment of the Wateree Creek Watershed and floodplain which offers a buffer corridor along a critical perennial stream. The Conservation Commission recommends fair compensation for this easement in Richland County. The property faces development pressures to be converted to high density sub-divisions. The property is located in County Council District #2. The Brown Family would like to contribute to a new conservation image for their community and protect this stream corridor. We salute their partnership and conservation values.

## **C. Financial Impact**

The Conservation Commission voted unanimously to make this easement request to County Council as a private donation for tax benefits with fair compensation of \$52,000. The Conservation Commission has current funding available for this easement. The appraisal shows a land value over \$300,000. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. 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 wildlife and valuable green space in a floodplain area of Broad River.

## **D. Alternatives**

1. **Approve the request** to accept the conservation easement in perpetuity will 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 56 acres owned by Jeff Brown.***

Recommended by: Carol Kososki, Chair  
Jim Wilson, Program Manager

Department: Conservation Commission  
Richland County

Date: 9-26-2010

**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: recommendation based only on funding availability

Date: 10/20/10  
 Recommend Council denial

**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: 10/20/10  
 Recommend Council denial

## CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this \*\* day of December, 2010, by Cotton Wood Land Holdings, LLC an address 2416 Cedar Springs Drive, Elgin, SC 29045 to Richland County, ("Grantee").

### WITNESSETH:

Grantor is the owner of certain real property at Frick Road in Richland County, South Carolina consisting of approximately 56 acres more particularly described on Attachment A.

Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (the "Code"), and meets the requirements of Section 509(a) (2) of the 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 which 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 furtherment of the South Carolina Conservation Easement Act, 27-8-10 et seq authorizes the acquisition of conservation easements by local governments.
- . The fulfillment of the goals of Richland County Comprehensive Plan, as adopted in 2008.
- . The fulfillment of the goals of The Richland County Conservation Commission which has identified lands of importance to the community's agricultural heritage as a pressing need.
- . The contribution to the Greenway Program identified as a policy priority by the Richland County Council as indicated by its adoption in the Greenway Plan for Richland County
- . The preservation of land of historic importance to Richland County because of its relationship to the agrarian past and historic development of the community.
- . The preservation of water quality related to the provision of buffering the Cedar Creek Watershed and Persimmon Fork Creek from development, which follows the policy for water body buffering recently enacted by the Richland County Council.

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 historic 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 Baseline 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. Copies of the Baseline Report will be on file at the offices of the Grantee.

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 \$52,000 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 as:

*Richland County Tax Map Number 10304-01-01 or 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 the nature and character described herein. Grantor will neither perform, nor knowingly allow other 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, lease, and divide 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. Rights to Use Property for Traditional Purposes**

Grantor retains the right to use the Property for traditional agricultural purposes, or to permit others to use the Property for agricultural purposes, in accordance with applicable law.

### **5. Right to Privacy**

Grantor retains the right to privacy and the right to exclude any member of the public from trespassing on the Property.

### **6. Right to Use the Property for Customary Rural Enterprises**

Grantor retains the rights to use the Property for otherwise lawful and customary rural enterprises, such as, but not limited to, processing, packaging and marketing of farm products; farm machinery repair; sawmills; or firewood distribution.

### **7. 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.

### **8. 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 single-family dwellings or recreational improvements 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.

B) Existing Agricultural, Recreation or Ancillary Structures & Improvements – Existing agricultural, recreational or ancillary structures and improvements may be repaired, reasonably enlarged and replaced at their current locations, which are shown in the Baseline Report.

C) New Ancillary Structures & Improvements – New ancillary building and other structures and improvements to be used primarily for ancillary or agricultural purposes may be built on the Property within the “Developed Area” identified on the Baseline Report. New buildings, structures or improvements proposed for locations outside the “Developed Area” may be built only with the permission of the Grantee.

D) Existing Single-Family Residential Dwellings – All existing single- family residential dwellings may be repaired, reasonably enlarged and replaced at their current locations, which are shown on the Baseline Report.

E) New Single-Family Residential Housing – There may be three (3) new residential dwellings constructed on the Property, with one house allowed on each newly created lot created under Section 11 below, provided that no more than three-quarter (3/4) acre of land shall be disturbed for this new construction.

F) Recreational Improvements – Recreational improvements may be built within the area identified as “Developed Area” on the Baseline Report. Any new recreational improvements proposed for locations outside the area identified as “Developed area” may be built only 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 to the improvements permitted herein can be installed, maintained, repaired, removed, relocated and replaced, and Grantee may grant easements over and under the Property for such purposes. Septic or other underground sanitary systems serving the improvements permitted herein can be installed, maintained, repaired or improved. The landowner is permitted to place utilities on the property to support the three future homesites.

## **9. Maintenance and Improvement of Water Sources**

Grantor maintains the rights to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement, provided that Grantor does 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 are carried out in accordance with law. The construction of ponds and reservoirs shall be permitted only with the permission of Grantee.

## **10. 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.

## **11. Subdivision**

The Property is currently comprised of the parcel shown on Attachment A, which is all contained on one tax map. Subdivision of the Property, recording of a subdivision plan, partition of the Property, or any other attempt to divide the Property into two or more legal parcels may only be accomplished to create three (3) additional lots, not to exceed two (2) acres excluding road access, to accomplish the construction of one new residential structure as allowed in section 8(e) above. Upon this subdivision, all provisions of this easement shall apply fully to each newly created lot. Each new lot shall be allowed access to a public road as provided for in the Richland County subdivision regulations. Further subdivision of the Property, recording of a subdivision plan, partition of the Property, or any other attempt to divide the Property into two or more legal parcels may only be accomplished to create the additional one lot without the permission of Grantee is prohibited.

## **12. 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 changed or ownership of the Property changes. All agricultural operations shall be conducted in accordance with applicable law.

## **13. 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. The use of septic tanks for homes on the three permitted lots described in section 11 is specifically allowable.

## **14. Forest Management**

Trees may be removed, cut and otherwise managed to control insects and disease, to prevent personal injury and property damage, for firewood for domestic use in dwelling on the Property, for commercial harvesting and for construction of permitted improvements and fences on the Property. The cutting, removal or harvesting of trees must be in accordance with either the conservation plan referenced in Paragraph 12 above or a forest management plan prepared by a qualified professional forester.

## **15. Mining**

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

## **16. Paving and Road Construction**

Construction and maintenance of unpaved roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement are permitted. Other than the approved roads and barnyard areas indicated on the Baseline Report, which specifically includes right of ways existing at the time of execution for this document serving home sites on the property, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the permission of Grantee.

## **17. Hazardous Waste**

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

## **18. 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 lose, 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.

## **19. 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.

## **20. 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. A right of access is hereby created on behalf of grantee to perform such monitoring duties as provided for in this conservation easement.

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.

## **21. 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, provided the transferee expressly agrees to assume the responsibility imposed on Grantor by this Easement.

## **22. 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.

### **23. 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.

### **24. 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 25 below. Grantee shall use its portion of said proceeds in a manner consistent with the general conservation purposes of this Easement.

### **25. Proceeds**

The donation 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 24 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), Grantor 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.

### **26. 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.

### **27. 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.

## **28. 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.

## **29. 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:  
Jeffrey G. Brown  
2416 Cedar Springs Drive  
Elgin, SC 29045

To Grantee:  
Director  
Richland County Conservation Commission  
P.O. Box 918  
Columbia, SC 29201

## **30. Grantor's Title Warranty**

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

## **31. Subsequent Liens on Property**

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.

## **32. 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.

## **33. Other Applicable Laws and Regulations**

Nothing in this easement, or its acceptance by Grantee, shall impair or imply the failure of, the application of all applicable land use, environmental, public health or other relative regulations, laws or acts duly enacted by Grantee or other governmental bodies.

## **34. Grantor's Environmental Warranty**

Grantor warrants that it has no actual knowledge of release or threatened release of hazardous substances or wastes 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.

#### **34. 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.

#### **35. Acceptance**

As approved by the Richland County Council 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.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

Granted

Witness:

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Cotton Wood Land Holdings, LLC  
Jeffrey Brown

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:  
Accepted:

Accepted

Witness:

Council

Richland County

\_\_\_\_\_

By \_\_\_\_\_

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.

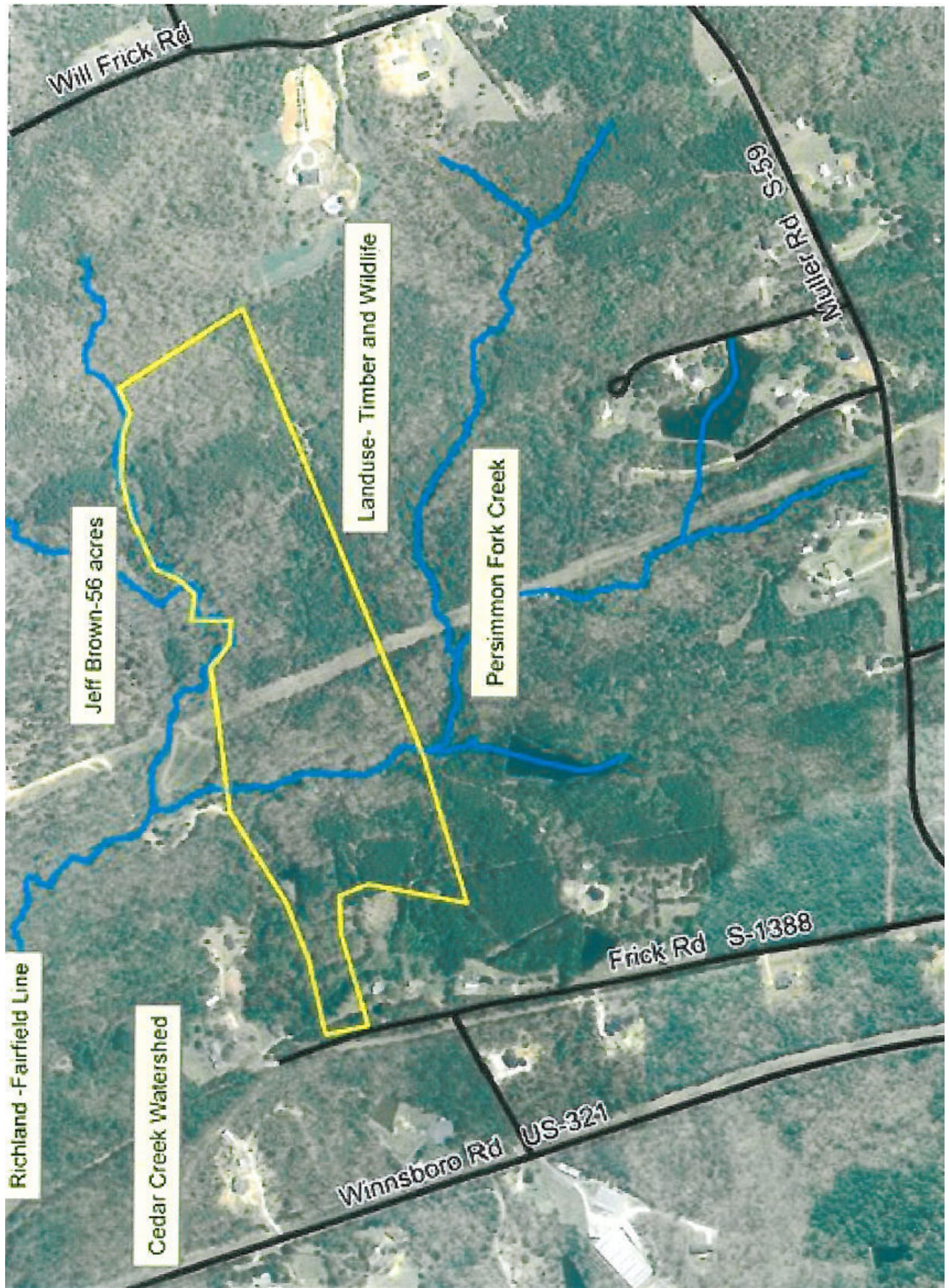
\_\_\_\_\_  
Notary Public (SEAL)  
My commission expires:

# ATTACHMENT A

Item# 14

Attachment number 1  
Page 15 of 16





Item# 14

Attachment number 1  
Page 16 of 16



# Richland County Council Request of Action

**Subject**

Hopkins Conservation Easement Donation (*Forwarded from the A&F Committee*) [**PAGES 86-112**]

**Notes**

October 26, 2010 - The committee recommended that Council approve the request to accept the conservation easement on 100 acres owned by Ted Hopkins. The vote in favor was unanimous.

# Richland County Council Request of Action

**Subject:** Hopkins Conservation Easement Donation

## **A. Purpose**

County Council is requested by the Conservation Commission to accept a conservation easement on 100 acres as a donation in northeast Richland County near Hopkins in the Myers Creek Watershed in order to protect a valuable floodplain, natural resources, water quality, wildlife, and preserve valuable open space.

## **B. Background / Discussion**

Ted Hopkins, 141 Edisto Avenue, Columbia, SC 29205, has made a formal application to the Conservation Commission to help protect his valuable natural resources, wetlands, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for agriculture, timber, wildlife, and scenic beauty. The property is a critical segment of Goose Branch and the Myers Creek Watershed which offers a buffer corridor along a critical perennial stream. The property faces development pressures to be converted to high density sub-divisions. The property is located in County Council District #11. The Hopkins Family would like to contribute to a new conservation image for this community and protect this stream corridor. We salute their partnership and conservation values.

## **C. Financial Impact- Donation**

The Conservation Commission voted unanimously to make this easement request to County Council as a private donation for tax benefits. The appraisal shows a land value over one million dollars. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. 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 wildlife and valuable green space. This easement property would be an anchor for other properties in Lower Richland to offer passive recreation, education, and natural resource protection. The landowner reserves the right to add additional acres for easement consideration with fair compensation before execution of this easement to protect more value natural resources in the eco-region in partnership with other conservation incentive programs with County Council approval.

## **D. Alternatives**

1. **Approve the request** to accept the conservation easement in perpetuity will 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 100 acres owned by Ted Hopkins.***

Recommended by:	Department:	Date:
Carol Kososki, Chair Jim Wilson, Program Manager	Conservation Commission Richland County	9-26-2010

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers	Date: 10/15/10
✓ 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: 10/19/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

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

THIS GRANT OF CONSERVATION EASEMENT (the “Grant” or “Easement”) executed this \_\_\_\_\_ day of December, 2010, by Theodore J. Hopkins Jr. (hereinafter “Grantor”), having an address at 141 Edisto Avenue, Columbia, South Carolina 29205, in favor of Richland County, South Carolina (hereinafter the “Grantee” or the “County”), having an address at c/o Richland County Conservation Commission, Post Office Box 191, Columbia, SC 29202, the Grantor and the Grantee sometimes together referred to as the “Parties.”

WHEREAS, Grantor is the owner in fee simple of certain real property containing approximately one hundred (100) acres in Richland County, South Carolina, historically referred to as “The Oldfield” and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter the “Protected Property” or the “Property”);

WHEREAS, this Grant/Easement, sometimes referred to as the “Contribution,” to Grantee is made for exclusively public purposes; Grantee is a political subdivision of the State of South Carolina and meets the requirements of Sections 170(b)(1)(A)(5) and 170(c)(1) of the United States Internal Revenue Code (the “Code”) and the Treasury Regulations (“Treas. Reg.”) thereunder; Grantee is a “qualified organization” as such term is defined in Section 170(h)(3)(A) of the Code; and Grantee is qualified to hold conservation easements under the laws of the State of South Carolina;

WHEREAS, the Protected Property is located in close proximity to other conservation easements held by Richland County, Congaree Land Trust, South Carolina Department of Natural Resources (“DNR”) and other conservation-minded groups, which easements together protect a substantial and very valuable conservation land space in Lower Richland County, South Carolina and serve an essential role in preserving the rural, natural and ecological values of a substantial part of the community;

WHEREAS, the Protected Property is situated on Goose Branch which is part of the Myers Creek – Cabin Branch Watershed which, upon joining Cedar Creek, is a major waterway through the Congaree National Park to the Congaree River – which area in central South Carolina is considered of national ecological importance by the United States, the State of South Carolina, Richland County and numerous conservation groups;

WHEREAS, the Protected Property is situated on Lower Richland Boulevard and Garner’s Ferry Road, and is prominently visible by the public; and notwithstanding its close proximity to the City of Columbia, the Property provides an expansive viewshed of the topography and the bucolic beauty and rural character Lower Richland County and the Central Midlands of South Carolina;

WHEREAS, the Protected Property provides a supportive and protective buffer for a neighboring, large Carolina Bay, a unique geological formation considered by Federal, State and local governmental and conservation agencies as having major ecological and environmental qualities which should be preserved and protected;

WHEREAS, the Protected Property, also referred to as “The Oldfield on Cabin Branch Plantation,” is generally considered historic by virtue of its (i) comprising the northwestern portion of an 18<sup>th</sup> century, 2,700 acre plantation assembled by way of sixteen royal grants obtained ca. 1765 by John Hopkins (1739-1775); and (ii) surrounding the site of the plantation home burned/destroyed in February, 1865 by troops under the command of William T. Sherman;

WHEREAS, the Protected Property is a significant ecological and agricultural resource as evidenced by the existence of prime agricultural soils (e.g., Marlboro and Norfolk soil types) on the

Property by the United States Soil Conservation Service and its productive use as a family farm since the American Revolution;

WHEREAS, the Protected Property has a diversity of relatively natural habitats including mixed and evergreen upland forest, forested and non-forested wetlands, open fields and open water, all of which can support a variety of floral and faunal species;

WHEREAS, the Protected Property contains forested and non-forested wetlands, which function to improve water quality by providing for nutrient uptake and sediment deposition from runoff draining from upstream lands, and also to provide many wildlife habitat components such as breeding grounds, nesting sites and other critical habitat for a variety of fish and wildlife species as well as the unique habitat requirements of threatened and endangered plants and animals;

WHEREAS, the Protected Property provides a diversity, quality, and combination of natural habitats significant to wildlife habitat functions including feeding, nesting and roosting areas for migratory songbirds, ground-nesting birds, colonial shorebirds, and waterfowl, and also including feeding, breeding and resting areas for native small and large game and non-game mammals;

WHEREAS, the Protected Property is integral to the accomplishment of the conservation goals of various State governmental and non-governmental bodies by virtue of the Property's location in close proximity to and buffer protection of the Cowasee Basin Focus Area (formerly the "Congaree-Wateree-Santee Basin Initiative"), a public-private partnership which includes DNR, Congaree Land Trust, Ducks Unlimited, Richland County Conservation Commission (the "Conservation Commission") and the Natural Resource Conservation Service, which partnership is aimed at conserving significant properties in the South Carolina Midlands;

WHEREAS, the current use of the Protected Property in its existing relatively natural condition is consistent with the conservation purposes of this Easement; thus: (i) the Property is used entirely for agricultural, recreational and conservation purposes, including but not limited to the preservation of water quality by providing a vital, undeveloped, protective buffer on both sides of Goose Branch, a tributary of the Myers Creek – Cabin Branch Watershed, which flows into Cedar Creek, thence through Congaree National Park and into the Congaree River – all of which waterways comprise major water courses of the South Carolina Midlands, the protection and preservation of which waterways and ecosystems are recommended and designated a top priority of Federal, State and local government and supporting organizations, including the **Grantee** and the Richland County Conservation Commission; and (ii) the Property contributes very little nonpoint source pollution to the adjacent creeks and waterways due to the buffers surrounding all watercourses that provide for nutrient uptake and sediment deposition as well as the low percentage of impervious surface that reduces sources of pollution and nutrient loading;

WHEREAS, the above described conservation, environmental, ecological and natural habitats and resources, water quality protection, agricultural, geological, archeological, historic, cultural, recreational, open space and scenic qualities and values of the Protected Property (collectively referred to herein as the "Conservation Values") are of great importance to the integrity of the Property, to the **Grantor**, the **Grantee** and the people of South Carolina and this nation;

WHEREAS, **Grantor** intends to preserve and maintain the Conservation Purposes and Conservation Values described herein (collectively referred to as the "Conservation Interests") of the Protected Property, *in perpetuity*, in accordance with the provisions of Treas. Reg. Section 1.170A-14(g)(5), which Conservation Interests shall be summarized and documented in accordance with the provisions of Paragraph 6(S) herein and which shall be retained on file at the **Grantee's** office and incorporated herein by this reference and attached hereto as Exhibit B (hereinafter referred to as the "Baseline Documentation"), which Baseline Documentation consists of maps, reports and photographs prepared by the **Grantee** with the assistance and cooperation of the **Grantor**; and the Parties agree that the Baseline Documentation provides, collectively, an accurate

representation of the Protected Property as of the date of this Easement and is intended to serve as an objective point of reference from which to monitor compliance with the terms of this Easement; WHEREAS, **Grantor** and **Grantee** agree that with the careful use of conservation easements, the resources, habitat, beauty and unique ecological character of the Protected Property can be preserved and protected, while at the same time **Grantor** retains the right of continuing and subsequent private ownership, use and enjoyment of the Property;

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

WHEREAS, **Grantor** and **Grantee** recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Protected Property; they share the mutual intent and common purpose of the conserving, preserving and protecting *in perpetuity* the Protected Property as "a relatively natural habitat of fish, wildlife or plants or similar ecosystem" as that phrase is used in Code §170(h)(4)(A)(ii), and as "open space" (including farmland and forest land)" as that phrase is used in Code §170(h)(4)(A)(iii) and in the regulations promulgated thereunder by the United States Department of the Treasury (hereinafter "Treasury Regulations"); and **Grantor** and **Grantee** agree that these purposes can be accomplished by placing voluntary restrictions upon the use of the Property and by providing for the transfer from the **Grantor** to the **Grantee** of affirmative rights for the protection of the Property so as to be considered a "qualified conservation contribution" as such term is defined in Code §170(h) and the Treasury Regulations promulgated thereunder; and

WHEREAS, **Grantor** and **Grantee** intend and recognize that this transaction shall be treated as a charitable contribution of the Easement for purposes of federal and state income taxation;

NOW, THEREFORE, in consideration of one (\$1.00) Dollar with regard to the charitable contribution of this Easement to **Grantee**, and pursuant to §§170(h) and 2031(c) of the Code and the laws of the State of South Carolina, **Grantor** hereby voluntarily grants and conveys to **Grantee** a conservation easement *in perpetuity* over the Protected Property of the nature and character and to the extent hereinafter set forth (the "Easement"); and **Grantor** herein declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements hereinafter set forth, which covenants, conditions, restrictions and easements shall run with the land *in perpetuity* and shall be a burden on the Property *in perpetuity*.

**1. STATEMENT OF PURPOSE AND INTENT.**

**(A) Purpose.** This Grant and Easement shall serve the following purposes (hereinafter collectively referred to as the "Conservation Purposes"):

- (1)** *The protection of a relatively natural habitat of fish, wildlife, plants and similar ecosystem, including but not limited to the protection of vital and significant lands of ecological quality (a) bordering on and including Goose Branch, the presence of which creates substantial habitat for fish, wildlife, flora and fauna, and (b) in close proximity to and buffering an adjacent, unique ecosystem known as a "Carolina Bay";*
- (2)** *The preservation of open space (including farmland and forest land) for the scenic enjoyment of the general public; and*

(3) *The preservation of open space pursuant to clearly defined State and local governmental conservation policies, including but not limited to the furthering of the 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.*

(B) **Intent.** The intent of the Parties is to convey, accept and maintain a perpetual restriction on the uses that may be made of the Protected Property by way of this Grant of Conservation Easement, so that the Conservation Purposes of the Easement are accomplished in accordance with Section 170(h)(4) of the Code and the Conservation Values described herein.

## 2. GRANTEE'S DETERMINATIONS AND CERTIFICATIONS.

(A) **Property Deemed Worthy of Protection for Conservation Purposes.** By accepting this Conservation Easement, **Grantee** acknowledges that it has evaluated the Protected Property, that it meets **Grantee's** conservation standards and that the Property is deemed worthy of protection for conservation purposes.

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

(C) **Consideration Provided by Grantee Limited to Cash Amount Paid to Grantor.** **Grantee** warrants and certifies that the cash amount paid to **Grantor** constitutes the entire consideration provided by **Grantee** to **Grantor**; and **Grantee** further warrants and certifies that there has been, is and shall be no *quid pro quo*, goods, services or other consideration provided to the **Grantor** by or from the **Grantee**, its affiliates and assigns in connection with this Grant/Easement/Contribution.

## 3. GRANTEE'S RIGHTS.

To accomplish the purpose and intent of this Easement, the following rights are conveyed to **Grantee** by this Easement:

(A) **Preservation and Protection.** To preserve and protect the Conservation Interests of the Protected Property in accordance with the provisions of Treas. Reg. Section 1.170A-14(g)(5)(ii);

(B) **Reasonable Entry and Quiet Enjoyment.** To enter upon the Protected Property in a reasonable manner and at reasonable times, in order to monitor compliance with the Easement; *provided, however*, such entry shall be upon prior reasonable written notice (not less than seven days prior written notice) to **Grantor**; *provided further*, **Grantee** shall not interfere with the use and quiet enjoyment of the Property by **Grantor**, **Grantor's** guests, invitees and licensees; *provided further*, a permanent right-of-way is hereby granted to **Grantee** and its successors for the sole purpose of monitoring and enforcing this Easement; and

- (C) **Assurance that Use is Consistent with Conservation Interests.** To be sure that any activity on or use of the Protected Property is consistent with the Conservation Interests of this Easement, **Grantee** is hereby conveyed the right to enforce the conservation restrictions by appropriate legal proceedings, in accordance with the provisions of Treas. Reg. Section 1.170A-14(g)(5)(ii).

4. **GRANTOR'S RESERVED RIGHTS.**

The following rights, uses and activities on the Protected Property (collectively the "Reserved Rights"), some of which are currently not being exercised or conducted but are contemplated by **Grantor** for implementation in the future, shall be and hereby are reserved unto the **Grantor** or the **Grantor's** designee or assignee; *provided, however*, the Reserved Rights shall be in full accordance with and subject to the provisions herein [Paragraph 1 (Statement of Purpose and Intent), Paragraph 2 (**Grantee's** Determinations and Certifications), Paragraph 3 (**Grantee's** Rights), Paragraph 5 (Restrictions and Limitations), Paragraph 6 (General Covenants)] and all applicable local, state and federal laws and regulations:

- (A) **General.** The rights, uses and activities inherent in fee simple ownership of the Property;
- (B) **Grant, Sale or Other Transfer of Fee Simple Interest in the Property.** The right to grant, sell or otherwise transfer all or a portion of the Property and to receive all of the revenues from such transfer; and this reserved right shall specifically include the sale of a portion of the Property adjacent to Lower Richland Boulevard to any governmental or private entity for the purpose of highway and/or utility construction or maintenance;
- (C) **Grant, Lease or Other Transfer of Less-Than-Fee Simple Interest in the Property.** The right to grant, lease or otherwise transfer less-than-fee simple interest(s) in all or a portion of the Property and to receive all of the proceeds from such transfer; and this reserved right shall specifically include the lease of a portion of the Property adjacent to Lower Richland Boulevard to any governmental or private entity for the purpose of highway and/or utility construction or maintenance;
- (D) **Residential Lots, Structures and Activities.** Up to four new residential lots on Area 1-B with one main residential structure allowed on each new subdivided lot; *provided, however*, all residential practices, uses and activities shall be conducted in a manner consistent with the provisions of Paragraphs 5(A) and 5(B) herein.
- (E) **Recreational Activities, Social and Cultural Events.**
- (1) **Outdoor Recreation and Recreational Sites.** Outdoor recreation, including but not limited to hiking, bird-watching, equestrian activities, camping, fishing, swimming, boating, cycling, ropes and obstacle courses, field trials, jogging, running, cross-country, softball, volleyball, tennis, archery and other similar outdoor events and activities that are compatible with the Conservation Values of the Property; and recreational and educational sites and structures for camping and tenting, including wildlife observation



platforms and other facilities and sites for scenic viewing and related outdoor activities;

- (2) **Equestrian Activities and Facilities.** Raising, boarding and showing horses; and recreational and educational sites, facilities and structures for equestrian training, boarding and exhibitions;
- (3) **Fishing, Hunting and Shooting Sports Activities and Facilities.** Fishing, hunting, clay and trap field and shooting sports; and the construction, maintenance, repair, replacement, and relocation of necessary and related facilities and structures for the aforesaid sports, including feeding and watering facilities, duck blinds, deer and turkey stands, as well as clay, trap and field shooting structures and facilities; and
- (4) **Periodic Events.** Social and cultural events such as gatherings of families and friends and educational and recreational programs that are compatible with the Conservation Purposes and Values of the Property.

**(F) Natural Habitat and Wildlife Management.**

- (1) **Natural Habitat Management.** Management of fish, wildlife, and plants in areas of the Property designated by **Grantor**, including stocking ponds, creeks and other sites for optimum fishing and hunting; and
- (2) **Wildlife Management.** Management of wildlife, including supervised wildlife hunts, fishing and controlled burning of field and forest brush in areas of the Property designated by **Grantor**.

**(G) Agriculture, Aquaculture and Silviculture.**

- (1) **Agriculture and Aquaculture.** **Grantor** reserves the right to engage in not-for-profit and for-profit farming, agricultural, aquacultural and animal husbandry activities, including but not limited to the right to engage in (i) organic and conventional agriculture and aquaculture operations and activities for educational and research purposes and for the scenic enjoyment of invitees to areas of the Property designated by **Grantor**, (ii) for-profit and not-for-profit raising and marketing of cows, horses and other domesticated animals on the Property, and (iii) the design, construction, maintenance and improvement of watering facilities and existing ponds on the Property; *provided, however,* all agriculture, aquaculture and animal husbandry activities (i) must be conducted in a manner consistent with generally accepted uses and practices and in accordance with the provisions in Paragraph 5(G) of this Easement, and (ii) must be carried out in such manner as to maintain or enhance the soil and water composition, structure and productivity of the Property and not to result in pollution or degradation of any waters or have a detrimental effect upon fish or wildlife, their natural habitat, or upon the natural ecosystem and its process; *provided further,* **Grantor** reserves the right to participate in any conservation-directed agricultural and aquacultural contracts, programs, or leases offered by any

private entity or governmental entity, including but not limited to the United States Department of Agriculture, the United States Department of Interior, the State, the County, or any branch thereof, and to enter into the Conservation Reserve Program, Wetlands Reserve Program, or any other state or federal program existing now or created in the future, for purposes of any activity or use permitted in this Easement;

- (2) **Agrichemicals.** Grantor reserves the right to use agrichemicals, including, but not limited to, fertilizers, biocides, herbicide, and rodenticides, but only in those amounts and with that frequency of application necessary to accomplish agricultural, aquacultural and residential activities permitted by the terms of this Easement and in accordance with label instructions; *provided, however,* no use of agrichemicals will be made if such use would result in (i) unlawful contamination of any source of water or (ii) any significant impairment of any natural ecosystem or process on the Property;
- (3) **Impoundments.** For agricultural and aquacultural purposes and/or in order to preserve and enhance the scenic and ecological integrity of the Property, Grantor reserves the right to create, improve, repair, replace or maintain new or existing and/or historic wetland impoundments, green tree reservoirs, dams, dikes, ditches and water control structures, subject to all applicable local, state and federal statutes and regulations (wetland impoundments are recognized by the Grantor and Grantee as beneficial to waterfowl and other wetland dependent plants and animals)
- (4) **Silviculture.** Management of timberland in order to establish or maintain a healthy stand of commercially viable trees, employing accepted forestry practices normally occurring in forested settings in the immediate area; *provided, however,* all forestry practices shall be conducted in a manner consistent with the provisions in Paragraph 5(H) of this Easement.
- (5) **Ecological Research and Education.** Grantor reserves the right to establish and install ecological structures, facilities, equipment and experimental areas or sites for research and education in agriculture, aquaculture, silviculture and related studies, which facilities may include but not be limited to installation of weather stations and installation of structures for elevating environmental instrumentation; *provided, however,* all ecological practices, uses and activities shall be conducted in a manner consistent with the provisions in Paragraph 5(B) below

**(H) Historic Preservation and Archeological Study and Preservation.**

- (1) **Historic Preservation.** Preservation of historically important land areas or historic sites; and
- (2) **Archeological Study and Preservation.** Excavation, research, study and preservation of significant archeological sites; *provided, however,* all archeological excavation and study shall be conducted in a manner consistent

with the provisions in Paragraph 5(F) of this Easement; *provided further*, any disturbances to the Property shall be limited to the extent required by Section 170(h)(5) of the Code and shall be conducted in accordance with the prevailing acceptable standards and principles of the science and profession of archeology.

**(I) Incidental Uses and Activities.**

Uses and activities which are necessary and incidental to and in keeping with the Conservation Purposes and Values of this Easement are permitted under this Easement, including but not limited to, the following:

- (1) Ordinary Maintenance.** Repairing and performing ordinary maintenance on the structures existing or contemplated and permitted under this Easement; and if any such structure shall be destroyed by fire, weather, act of God or neglect, it may be rebuilt substantially to the dimensions existing at the time of such destruction and at the same location without the approval of the **Grantee**;
- (2) Specific Structures and Activities.** Conducting the following activities and erecting, maintaining, replacing and using the following structures on the Protected Property:

  - (a) Fences.** **Grantor** is permitted to maintain, repair, and/or replace fences on the Property, including the construction, maintenance, repair and replacement of fences around subdivided areas;
  - (b) Landscaping.** **Grantor** is permitted to landscape, design, install and establish viewsheds, vistas, lawns, gardens, orchards, terraces and other such areas and sites on the Property, and to and maintain and improve (*e.g.*, mowing, pruning, trimming, gardening, etc.) such landscaped areas and sites as shall be necessary;
  - (c) Signage.** Signage indicating the historic, cultural, recreational or natural significance of the Property, including its protection by this Easement; and signage giving directional, informational, educational and safety information; *provided, however*, signs shall be placed so as to minimally impact the scenic view as seen from any public roadway; *provided further*, there shall be no billboards or other off-site advertising on the Property;
  - (d) Other Structures and Activities.** The construction and maintenance of structures to further the conservation, agricultural, aquacultural, silvicultural, recreational, research and/or educational purposes of this Easement, to promote orderly and safe access on the Property, including access to and from structures on or adjacent to the Property, and to provide essential security and services to and/or for the Property, including but not limited to the following:

- (i) **Access, Passageways and Roadways.** Pervious and impervious access, entranceways, gateways, passageways, automobile driveways, roads, roadways, bridges, parking areas and related structures (the “Access Ways”) shall be permitted to provide for orderly and safe access to and use of the Property by automobiles and larger vehicles; *provided, however,* impervious/impermeable surfaces shall be limited to the following structures and locations: one Access Way no more than ten feet in width for each of the divided or subdivided areas and for the structures permitted in this Easement;
- (ii) **“Low Impact” Access Ways.** Pervious/permeable vehicular and pedestrian driveways, walking/foot paths, biking paths, jogging paths, equestrian paths and related structures (the “Low Impact Access Ways”) shall be permitted to provide for orderly and safe access to and use of the Property for “low impact” recreational activities including but not limited to operating small electric and gasoline-powered vehicles and carts, walking, jogging, biking and horseback riding;
- (iii) **Energy and Utility Systems, Facilities and Services.** Conventional and renewable energy and utility systems, facilities and services on the Property, including but not limited to solar- and water-powered systems, wells, water, irrigation, sewer lines, sewer and septic systems, storm drainage, water quality basins and drain fields, electric, gas, cable and telecommunications, and other energy and utility systems, facilities and services - all of which systems, facilities and services shall be subject to all applicable federal, state and local laws and regulations, and all of which shall be limited to providing necessary services to and for the Property;
- (iv) **Landfill.** Grantor retains the right to have a landfill on the Property not to exceed an aggregate one-half (0.5) acre (the “Landfill”), for the dumping of biodegradable refuse and garbage generated solely and exclusively by and from activities on the Property; *provided, however,* refuse practices and the disposal of refuse and garbage shall be conducted in a reasonably sanitary manner and in a manner consistent with the provisions in Paragraph 5(J) of this Easement; *provided further,* there shall be no dumping or deposit of toxic or hazardous substances or wastes on the Property; *provided further,* the location and design of the Landfill shall be subject to Grantee’s prior written approval, which approval shall not be unreasonably withheld; *provided further,* this right is limited to the extent required under Sections 170(h)(5) and (6)

of the Code to ensure that the Conservation Purposes of this Easement are protected; and

- (v) **Borrow Pit and Mulch Piles.** Grantor retains the right to have one (1) borrow pit, not to exceed one (1.0) acre, as well as a reasonable number of mulch piles, to provide required fill material, minerals, amended soil, fertilizers and soil nutrients on the Property, such as for repairing roads, causeways and dams, landscaping and gardening, which borrow pit and mulch piles shall be used solely for non-commercial purposes; *provided, however*, the extraction or mining of minerals shall be conducted in a manner consistent with the provisions in Paragraph 5(I) of this Easement; *provided further*, any right to extract or remove minerals shall be and is limited to the extent required under Sections 170(h)(5) and (6) of the Code to ensure that the Conservation Purposes of this Easement are protected.

- (3) **Conducting Activities Which Assist in Construction on the Property.** Clearing vegetation and forest cover, and extracting, excavating, clearing and grubbing soil, rock, minerals and other naturally occurring materials located on the Property, as well as draining or filling and impounding water and watercourses – all such uses and activities intended to provide assistance or support in construction on the Property, including building, improving, replacing, altering or maintaining structures and facilities for permitted use on the Property, including but not limited to the construction and maintenance of the following existing or contemplated structures, uses and activities:

- (a) Uses, structures, facilities and sites described in this Easement and as permitted herein;
- (b) Access Ways described in this Easement and as permitted herein;
- (c) Agricultural and forestry uses permitted on the Property; and
- (d) Water, sewage, storm drainage, solar, hydrologic, water quality basins and drain fields, electric, gas, telephone, and other energy and utility services to service the current and permitted future uses of the Property;

*provided, however*, after the aforesaid excavating, clearing, grubbing, impounding, etc., the Property so disturbed shall be restored as nearly as possible to a condition consistent with the Conservation Values to be protected by this Easement; *provided further*, the extraction or mining of minerals shall be conducted in a manner consistent with the provisions of Paragraph 5(I) of this Easement; *provided further*, that the uses and activities described in this Paragraph shall be and are limited to the extent required

under Sections 170(h)(5) and (6) of the Code to ensure that the Conservation Purposes of this Easement are protected.

**(J) Consistent Uses.**

**Grantor** has the right to engage in any and all acts or uses not expressly prohibited herein that are not inconsistent with the Conservation Purposes of this Easement.

**5. RESTRICTIONS AND LIMITATIONS.**

Certain uses and activities, some of which are not presently being conducted but are contemplated by **Grantor** for implementation in the future, may be allowed or permitted on, over or under the Protected Property; *provided, however*, the aforesaid uses and activities shall be conducted or carried out in accordance with the Conservation Purposes and Values of the Property and in accordance with the following restrictions and limitations (the “Restrictions and Limitations”):

**(A) Division and Subdivision of the Property.**

The Property is composed of two areas, as more fully described in Exhibit A attached to this Easement; and the division and subdivision of the Property shall be and is limited to the following:

**(1) Division of the Property.** Reconfiguration, partition, division and conveyance of the Property by **Grantor’s** successors with regard to Areas 1-B and/or 3-A in a manner consistent with an equitable partition or division of the Property that is satisfactory with the Property’s owners; *provided, however*, conveyance and use of the Property shall be in accordance with and subject to the covenants, conditions, restrictions and limitations set forth in this Easement, including the provisions of Paragraph 5(B) below, which covenants, conditions, restrictions and limitations shall run with the land *in perpetuity* and be a burden on the Property and any improvements thereon *in perpetuity*.

**(2) Subdivision into Residential Lots.** Reconfiguration, partition, subdivision and conveyance of the Property to create a maximum of four new residential lots or sites [the “New Lot(s)”]; *provided, however*, each New Lot shall consist of not more than one acre and not more than one main residence; *provided further*, all of the New Lots shall be located on Area 1-B as identified in Exhibit A; *provided further*, no New Lot shall be closer than 200 linear feet from another New Lot; *provided further*, no New Lot shall be created within the Conservation and Buffer Areas designated on the Baseline Documentation; *provided further, the location of each New Lot shall be subject to reasonable review by Grantee in accordance with the provisions of Paragraph 3 of this Easement; provided further*, conveyance and use of each New Lot shall be in accordance with and subject to the covenants, conditions, restrictions and limitations set forth in this Easement, including the provisions of Paragraph 5(B) below, which covenants, conditions, restrictions

and limitations shall run with the land *in perpetuity* and be a burden on the New Lot and any improvements thereon *in perpetuity*.

**(B) Structural Limitations.**

The construction, enlargement and replacement of structures and facilities on the Property shall be and are subject to the following limitations:

- (1) Impervious Surfaces.** Total impervious surface on the entire Property shall not exceed that amount of cumulative square footage reasonably allowed for Access Ways described in Paragraph 4(I)(2)(d)(i) of this Easement, as well as a reasonable allowance for structural foundations and “pads” as may be necessary for structures described in this Easement.
- (2) Height of Structures.** No structure on the Property shall exceed 40 feet in building height or the height of the surrounding forest canopy, whichever is less; *provided, however*, one or more Towers shall be permitted as provided in Paragraph 5(B)(5) below.
- (3) One (1) Main Residential Structure.** Residential structures shall be limited to one main residential house, consisting of no more than 5,000 square feet, on each New Lot in accordance with Paragraph 5(A)(2) above.
- (4) Prohibited Residential Structures.** Other than the residential structure permitted in Paragraph 5(B)(3) above, no other structure on the Property shall be used as a temporary or permanent dwelling for human beings, except in case of light recreational temporary use (*e.g.*, tenting or camping), or in case of temporary use in event of an emergency (*e.g.*, fire, tornado, hurricane).
- (5) Structures Higher Than Surrounding Forest Canopy.** There shall be no platforms, observation decks, poles or towers [collectively referred to herein as the “Tower(s)”] on the Property in excess of the surrounding forest canopy; *provided, however*, there shall be allowed not more than one (1) Tower for environmental purposes not to exceed a height of twenty (20) feet above the forest canopy.

**(C) Buffer Areas and Conservation Areas.**

Wetland buffers (the “Buffer Areas”) and wildlife conservation areas (the “Conservation Areas”) shall be established and maintained on the Property as described in the Baseline Documentation and identified in Exhibit B, which areas shall be mutually agreed to by the Parties and the use of which shall be subject to limitations and restrictions as follows:

- (1) Buffer Areas.** In order to provide a protective, aesthetic and ecological transition zone between permitted structures and wetlands/waterways which support fish, waterfowl and various other wetland animals and plants, there shall be no impervious surface structures or facilities (other than fencing and gates, permitted docks and boat ramps) within fifty (50) feet of lakes, ponds,

creeks or other natural waterways located on the Property and designated in the Baseline Documentation; *provided, however*, unpaved equestrian and recreational trails, as well as stone or brick terraces, pools, cook-out and related landscape structures may be constructed within Buffer Areas to facilitate prudent recreational, educational and scenic use and enjoyment of the area.

- (2) **Conservation Areas.** In order to provide a protective, aesthetic and ecological transition zone between permitted structures and wildlife habitat areas, including those wildlife areas which support game birds and animals, forest creatures and various other wildlife species, there shall be no impervious surface structures or facilities (other than fencing and gates, permitted docks and boat ramps) within fifty (50) feet of wildlife habitat areas located on the Property and designated in the Baseline Documentation; *provided, however*, unpaved equestrian and pedestrian trails, as well as wildlife observation decks and sites may be constructed within Conservation Areas to facilitate prudent recreational, educational and scenic use and enjoyment of wildlife habitat areas.

Notwithstanding the above, **Grantor** reserves the right to cut any tree in or encroaching upon a Buffer Area or Conservation Area, in accordance with applicable county, state, and federal regulations; *provided, however*, the aforesaid cutting shall be allowed only in the event of one or more of the following circumstances: (i) when it is necessary to salvage timber damaged by natural causes; (ii) when cutting is necessary to prevent further such damage or personal injury; or (iii) when a permitted structure is in danger.

- (D) **Industrial Activities.** The terms “industry” or “industrial” are used in the generally accepted context of large-scale manufacturing or factory-production of goods; and there shall be no industrial uses, activities or structures on the Property, and no right of passage or access through or upon the Property shall be allowed or granted if that right of passage is used in conjunction with any such industrial uses or activities; *provided, however*, home-based business and business activities permitted in Paragraph 5(E) below shall be permitted.
- (E) **Business Activities.** Home-based business as well as business activities in connection with farming, agriculture, aquaculture, silviculture and the activities and uses permitted in Paragraph 4, shall be permitted; *provided, however*, there shall be no other business uses, activities or structures on the Property without prior approval by the **Grantee**.
- (F) **Archeological and Paleontological Digs; Artifacts and Fossils.** Archeological and paleontological digs, including excavation for artifacts and fossils, shall be permitted; *provided, however*, any archeological or paleontological site on the Property shall, upon completion of any excavation, be returned to, or as close as possible to, its previous state, unless the site is to be maintained in an excavated condition for interpretive purposes related to education. All artifacts or fossils located on the Property must be preserved and retained on the Property or



contributed to a recognized and accredited museum or educational institution. The sale of artifacts or fossils is prohibited, except for sale of items of a financial nature, such as coins or gold or silver bars or other forms of current or historical legal tender.

- (G) **Agriculture and Aquaculture.** Agricultural and aquacultural uses and activities shall be permitted; *provided, however*, all agricultural and aquacultural practices shall be guided by generally accepted scientifically based practices, including practices in organic and conventional farming currently in use at the time of the implementation of such activities, and including but not limited to practices recommended by federal, state or local governmental agricultural and water resources services, or similar public or private oversight entities. **Grantor** and **Grantee** recognize that changes in agricultural and wetlands technologies, including accepted management practices, may result in an evolution of agricultural and wetlands activities; and such changes shall be permitted as long as they are consistent with the Conservation Purposes and Values of this Easement.
- (H) **Silviculture.** Silvicultural activities, including but not limited to the planting of pine and hardwood trees on the Property as well as the timbering of pine and hardwood trees on the Property shall be permitted; *provided, however*, all silvicultural operations shall follow forest management practices defined in a forest management plan that follows Best Management Practices as promulgated by the South Carolina Forestry Commission or by a recognized public or private, professional, silvicultural organization or entity. Notwithstanding the above, **Grantor** reserves the right to cut any tree, in accordance with applicable county, state, and federal regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.
- (I) **Mining.** Mining and recovery of any oil, gas or minerals shall be permitted; *provided, however*, mining is restricted to extraction methods in accordance with Code §170(h)(5) and (6) and the Regulations thereunder with regard to mining and the requirement that, following mining activity, the site is returned to, or as closely as possible to, its previous state.
- (J) **Refuse.** Placing or burying on the Property of biodegradable refuse generated on the Property shall be permitted; *provided, however*, there shall be no placing or burying of discarded glass, plastic, non-biodegradable refuse, discarded vehicle bodies or parts, discarded metal or junk on the Property.

## 6. GENERAL COVENANTS.

- (A) **Third Party Activities.** The **Grantor** shall keep the **Grantee** reasonably informed as to activities being conducted on the Protected Property which are within the scope of this Easement and as to the identity of any third parties who are conducting or managing such activities. The **Grantor** shall ensure that all third parties who are conducting activities relating to permitted uses of the Property are fully and properly

informed as to the covenants, restrictions and limitations contained within this Easement and which relate to such uses.

- (B) **Grantee's Remedies.** If **Grantee** determines that **Grantor** is in violation of the terms of this Easement or that a violation is threatened, the **Grantee** shall notify the **Grantor** of the violation (hereinafter, "First Notice") and request voluntary compliance. In the event that voluntary compliance is not agreed upon within ninety (90) days of receipt of First Notice, the **Grantee** shall give written notice to **Grantor** of such violation (hereinafter, "Second Notice") and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purposes, to restore the portion of the Protected Property so injured.

If **Grantor** fails to cure the violation within sixty (60) days after receipt of Second Notice thereof from **Grantee** (or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, if **Grantor** shall fail to begin curing such violation within said sixty (60) day period, or fail to continue diligently to cure such violation until finally cured), **Grantee** may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, including damages for the loss of the Conservation Values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting **Grantor's** liability therefore, **Grantee**, in its sole discretion, may either apply any damages recovered to the cost of undertaking any corrective action on the Protected Property or may apply any damages recovered towards activities relating to monitoring and enforcing compliance with the terms of this Easement and other similar conservation easements.

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

**Grantee's** rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement. **Grantor** agrees that if **Grantee's** remedies at law for any violation of the terms of this Easement are inadequate, the **Grantee** shall be entitled to seek the injunctive relief described in this Paragraph, both prohibitive and mandatory in addition to such other relief to which **Grantee** may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. **Grantee's** remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

- (C) **Costs of Enforcement.** If **Grantee** prevails in any action to enforce the terms of this Easement, any costs incurred by **Grantee** in enforcing the terms of this

Easement against **Grantor**, including without limitation, costs of suit and reasonable attorneys' fees, and any reasonable costs of restoration necessitated by **Grantor's** violation of the terms of this Easement, shall be borne by **Grantor**.

- (D) **Grantee's Discretion.** Enforcement of the terms of this Easement shall be at the reasonable discretion of the **Grantee**, and any forbearance by **Grantee** to exercise its rights under this Easement in the event of any breach of any terms of this Easement by **Grantor** shall not be deemed or construed to be a waiver by **Grantee** of such term or of any subsequent breach of the same or any other term of this Easement or of any of **Grantee's** rights under this Easement. No delay or omission by **Grantee** in the exercise of any right or remedy upon any breach by **Grantor** shall impair such right or remedy or be construed as a waiver.
- (E) **Grantor's Environmental Warranty.** The **Grantor** warrants that it has no knowledge of a release or threatened release of hazardous substances or wastes on the Protected Property and promises to defend and indemnify the **Grantee** against all litigation, claims, demands, penalties, and damages, including reasonable attorney's fees, arising from breach of this warranty.
- (F) **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle **Grantee** to bring any action against **Grantor** for any injury to or change in the Protected Property resulting from causes beyond **Grantor's** control, including, without limitation, trespass by third parties, fire, hurricane, flood, storm and earth movement, or from any prudent action taken by **Grantor** under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property resulting from such causes.
- (G) **Public Access.** No right of public access to any portion of the Protected Property is conveyed by this Easement.
- (H) **Costs, Liabilities, and Taxes.** **Grantor** retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including, but not limited to, clean up or remediation costs due to chemical contamination and the maintenance of general liability insurance coverage.

Each party agrees to release, hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of the activities of the indemnifying party on the Protected Property.

- (I) **Condemnation, Extinguishment and Proceeds.**
  - (1) **Condemnation.** If all or a part of the Protected Property is taken by exercise of the power of eminent domain, **Grantor** and **Grantee** shall be respectively entitled to compensation in accordance with applicable law.
  - (2) **Extinguishment.** If a subsequent unexpected change in the conditions surrounding the Protected Property make impossible or impractical the

continued use of the Property for the Conservation Purposes described herein, the Conservation Purposes can nonetheless be treated as protected in perpetuity if the conservation covenants, terms, conditions, limitations and restrictions contained herein (collectively referred to as the “Perpetual Conservation Restriction”) are extinguished by judicial proceeding and all of **Grantee’s** proceeds (determined under subparagraph I(3) below) from a subsequent sale or exchange of the Property are used by the **Grantee** in a manner consistent with the Conservation Purposes herein. [*See generally*, Treas. Reg. Section 1.170A-14(g)(6)(i).]

**(3) Proceeds.** The Parties hereto stipulate and agree that the conveyance and donation of the Perpetual Conservation Restriction gives rise to a property right, immediately vested in the **Grantee**, with a fair market value that is at least equal to the proportionate value that the Perpetual Conservation Restriction at the time of the conveyance and gift, bears to the value of the Property as a whole at that time. For purposes of this subparagraph I(3), that proportionate value of the **Grantee’s** property rights shall remain constant. Accordingly, when a change in conditions gives rise to the extinguishment of a Perpetual Conservation Restriction under subparagraph I(2) above, the **Grantee**, on a subsequent sale, exchange, or involuntary conversion of the Property, must be entitled to a portion of the proceeds at least equal to that proportionate value of the Perpetual Conservation Restriction, unless South Carolina law provides that the **Grantor** is entitled to the full proceeds from the conversion without regard to the terms of the prior Perpetual Conservation Restrictions. [*See generally*, Treas. Reg. Section 1.170A-14(g)(6)(ii).]

**(J) Limitations on Amendment.** If unforeseen circumstances arise, including any change or modification to state or federal laws or regulations especially as they relate to the Code, under which an amendment to, or modification of, this Easement would be appropriate to clarify any ambiguities or to maintain or enhance the Conservation Values, **Grantor** and **Grantee** may, by mutual written agreement, jointly amend this Easement; provided that no amendment shall be allowed that will adversely affect the eligibility of this Easement as a “qualified conservation easement” under any applicable laws, including §§170(h) and 2031(c) of the Code and the Treasury Regulations thereunder. Any such amendment shall be consistent with the purposes of this Easement, shall not affect its perpetual duration, shall not permit additional development or improvements to be constructed on the Protected Property other than development or improvements permitted by this Easement on its effective date, and shall not permit any impairment of the Conservation Values. **Grantor** and **Grantee** agree to a reasonable consideration of any such proposed amendment, however, neither **Grantor** nor **Grantee** shall be bound to agree to any amendment. Any such amendment shall be recorded in the official land records of Richland County, South Carolina.

**(K) Assignment.** The benefits of this Easement shall not be assignable by the **Grantee**, except (i) if as a condition of any assignment, the **Grantee** requires that the terms and conditions of this Easement continue to be carried out in full as provided herein,

(ii) the assignee has a commitment to protect the Purposes and the resources to enforce the restrictions contained herein, and (iii) if the assignee, at the time of assignment, qualifies under §170(h) of the Code, and applicable Treasury Regulations promulgated thereunder, and under State of South Carolina law as an eligible donee to receive this Easement directly.

- (L) **Transfers.** Grantor agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which Grantor transfers any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. the Grantor shall give the Grantee notice of any change of possession, ownership or control of the Protected Property within thirty (30) days of such change, including without limitation notice of any transfer, lease, or sale of all or a part of the Protected Property. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.
- (M) **Communication.** All notices, demands, requests, consents, approvals, offers, statements, and other instruments or communications required or permitted to be given hereunder (individually or collectively “Correspondence”) shall be deemed sufficiently given or rendered only if in writing delivered personally, sent by a nationally recognized overnight courier or sent by United States Postal Service first class certified mail, postage prepaid, return receipt requested, addressed as follows:

**To Grantor:**

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

**To Grantee:**

Director  
Richland County Conservation Commission  
P.O. Box 191  
Columbia, SC 29202

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

- (N) **Recordation.** Grantee shall record this instrument in timely fashion in the RMC Office for Richland County, South Carolina, and may re-record it at any time as may be required to preserve its rights in this Easement.

- (O) **Effective Date.** Grantor and Grantee agree that the restrictions arising hereunder shall take effect after the signatures of Grantor and Grantee have been affixed hereto, properly witnessed and probated, and as of the date the Easement is recorded in the RMC Office for Richland County, South Carolina.
- (P) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of South Carolina.
- (Q) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Easement to uphold the Purposes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Section 170(h) of the Code and the Conservation Purposes herein shall be favored over any other interpretation.
- (R) **Severability.** If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.
- (S) **Baseline Documentation.** Grantee acknowledges, by its acceptance of the Easement, that Grantor's historical and present uses of the Property are compatible with the Conservation Interests of this Easement. To establish a present condition of the Conservation Interests so as to be able to properly protect the Conservation Interests associated with the Property and to monitor future uses of the Property and insure compliance with the terms hereof in accordance with Treas. Reg. Section 1.170A-14(g)(5), Grantee, with the approval of the Grantor, has prepared or caused to be prepared the documentation attached hereto as Exhibit B (the "Baseline Documentation"). The Baseline Documentation shall be sufficient to establish the condition of the Property as of the date of this Easement. The Baseline Documentation shall be appended to this Conservation Easement by re-recording, if necessary, the Conservation Easement along with the Baseline Documentation attached hereto as Exhibit "B". The Grantee reserves the right to supplement and record notice of the supplemental Baseline Documentation prior to December 31, 2010. Grantor and Grantee acknowledge and agree that in the event a controversy arises with respect to the nature and extent of Grantor's historical and present use of the physical condition of the Property subject to the Easement as of the date hereof, the parties may look beyond the Baseline Documentation, if necessary, to other relevant or material documents, surveys, reports, and other evidence showing conditions at the time of execution of this Easement to assist in the resolution of the controversy.
- (T) **Entire Agreement.** The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to, the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running *in perpetuity* with the Protected Property. All terms used in this Easement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this

Easement, any Section, Subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

TO HAVE AND TO HOLD unto **Grantee** forever.

By execution of this Easement, the **Grantee** accepts this Easement and the rights and obligations recited herein.

**GRANTOR** HEREBY WARRANTS and represents that the **Grantor** is seized of the Protected Property in fee simple and has good right to grant and convey this Easement, that the Property is free and clear of any and all encumbrances, except existing easements of record and prescriptive easements, if any, and that the **Grantee** shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

IN WITNESS WHEREOF, **Grantor** and **Grantee** have set their hands to multiple duplicate original copies of this Easement under seal on the day and year first above written.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.**

**WITNESSES:**

**GRANTOR:**

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
THEODORE J. HOPKINS JR.

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF RICHLAND      )

PROBATE

Before me, the undersigned notary public, personally appeared the undersigned witness, who, being sworn, deposed and said that (s)he saw Theodore J. Hopkins Jr. sign, seal and deliver the foregoing Grant of Conservation Easement, and that (s)he, together with the other witness subscribing above, witnessed the execution thereof.

SWORN to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

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**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**GRANTEE:**

**COUNTY OF RICHLAND  
STATE OF SOUTH CAROLINA**

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

Its: \_\_\_\_\_  
Chairman

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF RICHLAND        )

PROBATE

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

SWORN to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

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**EXHIBIT A**

**THE PROTECTED PROPERTY**

For purposes of this Easement, the terms “Property” or “Protected Property” refer those areas of land and any improvements thereon (Areas 1-B and 3-A) owned by Theodore J. Hopkins Jr. (the “Grantor”), which areas total approximately 100.0 acres and which are described below and cross-hatched/highlighted and illustrated on the map captioned “The Oldfield on Cabin Branch Plantation,” attached to and made a part of this Exhibit A:

**Area 1-B. Est. 75.0 acres**  
(To be described).

**Area 3-A. Est. 25.0 acres**  
(To be described)

**Total: Est. 100.0 acres**

**EXHIBIT A**

## **EXHIBIT B**

# **BASELINE DOCUMENTATION**

For purposes of this Easement, the term “Baseline Documentation” refers to the report captioned “The Oldfield on Cabin Branch Plantation – Baseline Documentation for Conservation Easement,” (the “Report”), which Report is intended to provide documentation and information in accordance with the provisions of Treas. Reg. Section 1.170A-14(g)(5), and which Report constitutes this Exhibit B in its entirety and is made a part of this Easement.

**EXHIBIT B**

Item# 15

Attachment number 1  
Page 26 of 27



# Richland County Council Request of Action

**Subject**

Mullis Conservation Easement Donation (*Forwarded from the A&F Committee*) **[PAGES 114-129]**

**Notes**

October 26, 2010 - The committee recommended that Council approve the request to accept the conservation easement on 40 acres owned by Joye Mullis. The vote in favor was unanimous.

# Richland County Council Request of Action

**Subject:** Mullis Conservation Easement Donation

## **A. Purpose**

County council is requested by the Conservation Commission to accept a conservation easement on 40 acres as a donation in northeast Richland County near Blythewood in the Twenty-Five Mile Creek Watershed in order to protect a valuable floodplain, natural resources, water quality, wildlife, and preserve valuable open space.

## **B. Background / Discussion**

Joye Mullis, 1325 Mullis Road, Blythewood, SC 29016, has made a formal application to the Conservation Commission to help protect his valuable natural resources, wetlands, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for timber, wildlife, and scenic beauty. The property is a critical segment of the Twenty-Five Mile Creek Watershed which offers a buffer corridor along a critical perennial stream. The Conservation Commission recommends fair compensation for this easement in Richland County. The property faces development pressures to be converted to high density sub-divisions. The property is located in County Council District #2. The Mullis Family would like to contribute to a new conservation image for their community and protect this stream corridor. We salute their partnership and conservation values.

## **C. Financial Impact**

The Conservation Commission voted unanimously to make this easement request to County Council as a private donation for tax benefits with fair compensation of \$40,000. The Conservation Commission has current funding available for this easement. The appraisal shows a conservation value over \$200,000. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. 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 wildlife and valuable green space in Twenty Five Mile Creek Watershed.

## **D. Alternatives**

1. **Approve the request** to accept the conservation easement in perpetuity will 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 40 acres owned by Joye Mullis.***

Recommended by:	Department:	Date:
Carol Kososki, Chair Jim Wilson, Program Manager	Conservation Commission Richland County	9-26-2010

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers	Date: 10/15/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation: Recommendation is only that funds are available in the budget as noted	

**Legal**

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

**Administration**

Reviewed by: Sparty Hammett	Date: 10/19/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

## CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this \*\* day of December, 2010, by Joye A. Mullis having an address 1325 Mullis Rd, Blythewood, SC 29016 to Richland County, ("Grantee").

### WITNESSETH:

Grantor is the owner of certain real property in Richland County, South Carolina known as the Mullis Home Place consisting of approximately 40 acres more particularly described on Attachment A.

Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (the "Code"), and meets the requirements of Section 509(a) (2) of the 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 which 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 furtherment of the South Carolina Conservation Easement Act, 27-8-10 et seq authorizes the acquisition of conservation easements by local governments.
- . The fulfillment of the goals of Richland County Comprehensive Plan, as adopted in 2003.
- . The fulfillment of the goals of The Richland County Conservation Commission which has identified lands of importance to the community's agricultural heritage as a pressing need.
- . The contribution to the Richland County Greenway Program identified as a policy priority by the Richland County Council as indicated by its adoption in the Greenway Plan for Richland County



The preservation of land of historic importance to Richland County because of its relationship to the agrarian past and historic development of the community.

The preservation of water quality related to the provision of buffering the 25 Mill Creek Watershed from development and the furtherment of the buffering policy enacted by County Council.

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 historic 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 Baseline 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. Copies of the Baseline Report on file at the offices of the Grantee

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 \$40,000 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 as:

*Richland County Tax Map Number 20800-02-07 or 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 the nature and character described herein. Grantor will neither perform, nor knowingly allow other 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, lease, and divide 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. Rights to Use Property for Traditional Purposes**

Grantor retains the right to use the Property for traditional agricultural purposes, or to permit others to use the Property for agricultural purposes, in accordance with applicable law.

### **5. Right to Privacy**

Grantor retains the right to privacy and the right to exclude any member of the public from trespassing on the Property.

### **6. Right to Use the Property for Customary Rural Enterprises**

Grantor retains the rights to use the Property for otherwise lawful and customary rural enterprises, such as, but not limited to, processing, packaging and marketing of farm products; farm machinery repair; sawmills; or firewood distribution.

### **7. 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.

### **8. 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 single-family dwellings or recreational improvements 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.

B) Existing Agricultural, Recreation or Ancillary Structures & Improvements – Existing agricultural, recreational or ancillary structures and improvements may be repaired, reasonably enlarged and replaced at their current locations, which are shown in the Baseline Report.

C) New Ancillary Structures & Improvements – New ancillary building and other structures and improvements to be used primarily for ancillary or agricultural purposes may be built on the Property within the “Developed Area” identified on the Baseline Report. New buildings, structures or improvements proposed for locations outside the “Developed Area” may be built only with the permission of the Grantee.

D) Existing Single-Family Residential Dwellings – All existing single- family residential dwellings may be repaired, reasonably enlarged and replaced at their current locations, which are shown on the Baseline Report.

E) New Single-Family Residential Housing – There may be two (2) new residential dwelling constructed on the Property, with one house allowed on each newly created lot created under Section 11 below, provided that no more than one-half acre of land shall be disturbed for this new construction.

F) Recreational Improvements – Recreational improvements may be built within the area identified as “Developed Area” on the Baseline Report. Any new recreational improvements proposed for locations outside the area identified as “Developed area” may be built only 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 to the improvements permitted herein may be installed, maintained, repaired, removed, relocated and replaced, and Grantee may grant easements over and under the Property for such purposes. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved.

## **9. Maintenance and Improvement of Water Sources**

Grantor maintains the rights to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement, provided that Grantor does 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 are carried out in accordance with law. The construction of ponds and reservoirs shall be permitted only with the permission of Grantee.

## **10. 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.

## **11. Subdivision**

The Property is currently comprised of the parcel shown on Attachment A, which is all contained on one tax map. Subdivision of the Property, recording of a subdivision plan, partition of the Property, or any other attempt to divide the Property into two or more legal parcels may only be accomplished to create two (2) additional lots, not to exceed one (1) acre, excluding the access, to accomplish the construction of one new residential structure as allowed in section 8(e) above. Upon this subdivision, all provisions of this easement shall apply fully to each newly created lot. Each newly created lot may and shall have access to a public road as mandated by the Richland County subdivision regulations. Further subdivision of the Property, recording of a subdivision plan, partition of the Property, or any other attempt to divide the Property into two or more legal parcels may only be accomplished to create the additional one lot without the permission of Grantee is prohibited

## **12. 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 changed or ownership of the Property changes. All agricultural operations shall be conducted in accordance with applicable law.

## **13. 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. The use of septic tanks for homes on the three permitted lots described in section 11 is specifically allowable.

## **14. Forest Management**

Trees may be removed, cut and otherwise managed to control insects and disease, to prevent personal injury and property damage, for firewood for domestic use in dwelling on the Property, for commercial harvesting and for construction of permitted improvements and fences on the Property. The cutting, removal or harvesting of trees must be in accordance with either the conservation plan referenced in Paragraph 12 above or a forest management plan prepared by a qualified professional forester.

## **15. Mining**

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

## **16. Paving and Road Construction**

Construction and maintenance of unpaved roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement are permitted. Other than the approved roads and barnyard areas indicated on the Baseline Report, which specifically includes right of ways existing at the time of execution for this document serving home sites on the property, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the permission of Grantee.

## **17. Hazardous Waste**

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

## **18. 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 lose, 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.

## **19. 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.

## **20. 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. A right of access is hereby created on behalf of grantee to perform such monitoring duties as provided for in this conservation easement.

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.

## **21. 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, provided the transferee expressly agrees to assume the responsibility imposed on Grantor by this Easement.

## **22. 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.

## **23. 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.

## **24. 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 25 below. Grantee shall use its portion of said proceeds in a manner consistent with the general conservation purposes of this Easement.

## **25. Proceeds**

The donation 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 24 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), Grantor 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.

## **26. 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.

## **27. 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.

## **28. 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.

## **29. 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:  
Joye Mullis

1325 Mullis Road  
Blythewood, SC 29016

To Grantee:  
Director  
Richland County Conservation Commission  
P.O. Box 918  
Columbia, SC 29201

### **30. Grantor's Title Warranty**

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

### **31. Subsequent Liens on Property**

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.

### **32. 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.

### **33. Other Applicable Laws and Regulations**

Nothing in this easement, or its acceptance by Grantee, shall impair or imply the failure of, the application of all applicable land use, environmental, public health or other relative regulations, laws or acts duly enacted by Grantee or other governmental bodies.

### **34. Grantor's Environmental Warranty**

Grantor warrants that it has no actual knowledge of release or threatened release of hazardous substances or wastes 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.

### **34. 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.



### **35. Acceptance**

As approved by the Richland County Council 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.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

Granted

Witness:

\_\_\_\_\_

Joye A. Mullis

\_\_\_\_\_

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:  
Accepted:

Accepted

Witness:

Council

Richland County

\_\_\_\_\_

By \_\_\_\_\_

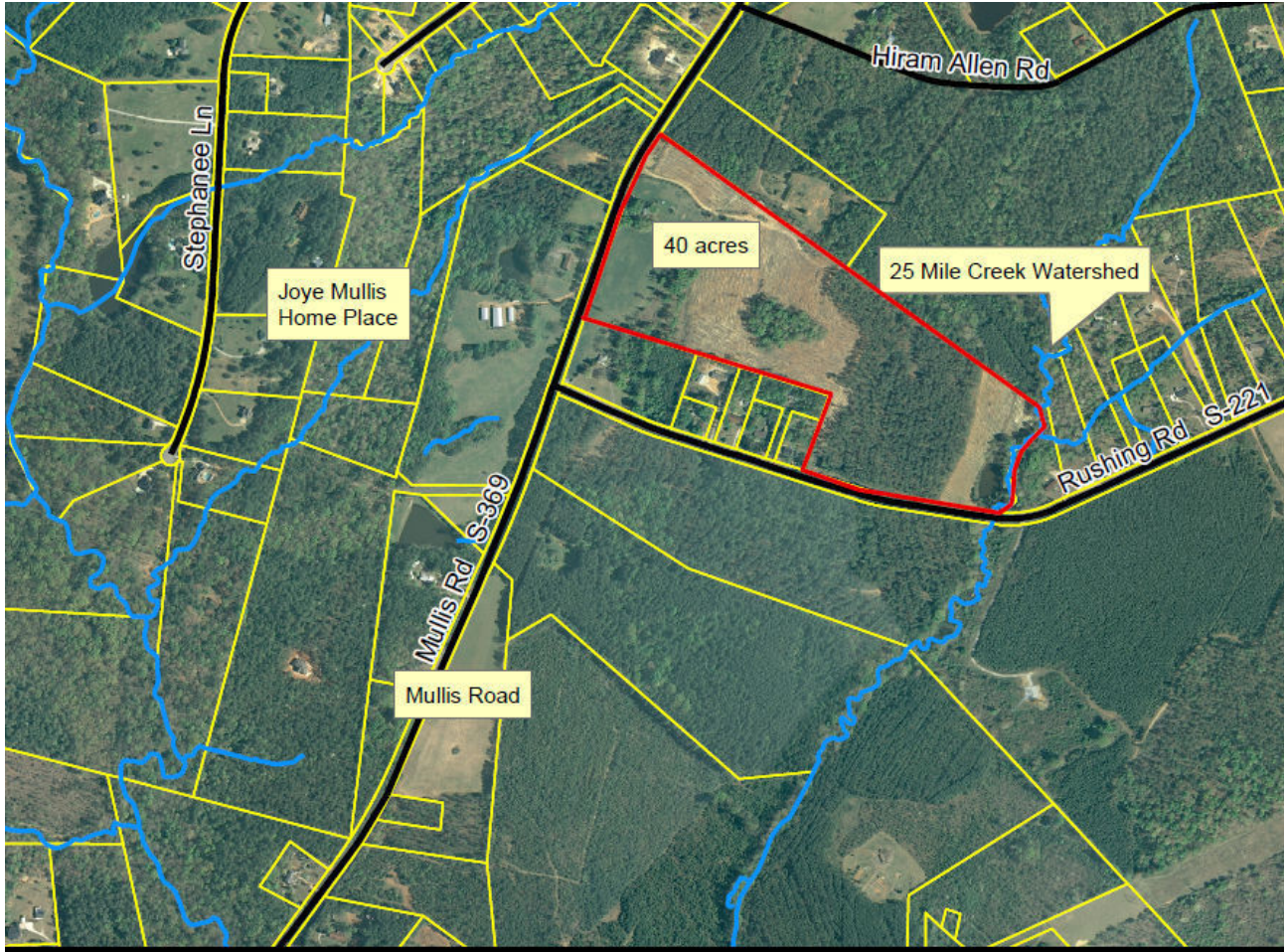
Acknowledgments

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:

# ATTACHMENT A



# Richland County Council Request of Action

**Subject**

Nicholson Conservation Easement Donation (*Forwarded from the A&F Committee*) [PAGES 131-145]

**Notes**

October 26, 2010 - The committee recommended that Council approve the request to accept the conservation on 118 acres owned by Sarah Nicholson. The vote in favor was unanimous.

# Richland County Council Request of Action

**Subject:** Nicholson Conservation Easement Donation

## **A. Purpose**

County Council is requested by the Conservation Commission to accept a conservation easement on 118 acres as a donation in Lower Richland County near Hwy 378 and US 601 in the Wateree River Corridor in order to protect a valuable floodplain, natural resources, water quality, wildlife, historic features, and preserve valuable open space.

## **B. Background / Discussion**

Sarah Mayre Nicholson, 429 Haynsworth Road, Sumter, SC 29150, has made a formal application to the Conservation Commission to help protect her valuable natural resources, wetlands, wildlife, and maintain the rural integrity of the landscape. The property buffers the historic Laurelwood Plantation homesite which is also under protected easement with Palmetto Historic Trust. This land is currently managed for timber, wildlife, and scenic beauty. The property is a critical segment of the Colonel's Creek Watershed and floodplain which offers a buffer corridor along a critical perennial stream. The Conservation Commission recommends fair compensation for this easement in Richland County. The property faces future development pressures to be converted to high density sub-divisions. The property is located in County Council District #10. The Nicholson Family would like to contribute to a new conservation image for their community and protect this stream corridor and family heritage. We salute their partnership and conservation values.

## **C. Financial Impact**

The Conservation Commission voted unanimously to make this easement request to County Council as a private donation for tax benefits with fair compensation of \$80,000. The Conservation Commission has current funding available for this easement. The appraisal shows a land value of \$427,000. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. 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 wildlife and valuable green space in a floodplain area of the Wateree River.

## **D. Alternatives**

1. **Approve the request** to accept the conservation easement in perpetuity will 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 118 acres owned by Sarah Nicholson.***

Recommended by:	Department:	Date:
Carol Kososki, Chair Jim Wilson, Program Manager	Conservation Commission Richland County	9-27-2010

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers	Date: 10/15/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation: recommendation based on only on funding availability	

**Legal**

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

**Administration**

Reviewed by: Sparty Hammett	Date: 10/19/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	



## CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this        day of September, 2010 by Sarah Maye Nicholson having an address as 429 Haynsworth Road Sumter, SC 29150 to Richland County, ("Grantee").

### WITNESSETH:

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

Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (the "Code"), and meets the requirements of Section 509(a) (2) of the 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 which 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 furtherment of the South Carolina Conservation Easement Act, 27-8-10 et seq authorizes the acquisition of conservation easements by local governments;
- . The fulfillment of the goals of Richland County Town and Country Comprehensive Plan, as adopted in 2003, including the protection of quality of life which this easement fulfills by providing an undeveloped buffer to a traditional communities of the County.
- . The fulfillment of the goals of The Richland County Conservation Commission which has identified lands of importance to the community's continued preservation of historic properties.
- . The protection of a property listed on the National Register of historic places, known as Laurelwood, for which this property is party of such property and its protection will provide a buffer to the historic homestead identified in the baseline report.
- . The preservation of land of historic importance to Richland County because of its relationship to the agrarian past and historic development of the community.

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 historic 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 Baseline 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. Copies of the Baseline Report on file at the offices of the Grantee

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 \$80,000 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 as:

*Approximately 118 acres described as Richland County Tax Map Number R35200-04-10, such parcel being 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 the nature and character described herein. Grantor will neither perform, nor knowingly allow other 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 by the grantor or grantee.

### **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, lease, and divide 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. Rights to Use Property for Traditional Purposes**

Grantor retains the right to use the Property for traditional agricultural purposes, or to permit others to use the Property for agricultural purposes, in accordance with applicable law.

### **5. Right to Privacy**

Grantor retains the right to privacy and the right to exclude any member of the public from trespassing on the Property.

### **6. Right to Use the Property for Customary Rural Enterprises**

Grantor retains the rights to use the Property for otherwise lawful and customary rural enterprises, such as, but not limited to, processing, packaging and marketing of farm products; farm machinery repair; sawmills; or firewood distribution.

### **7. 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.

### **8. 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 single-family dwellings or recreational improvements 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.

B) Existing Agricultural, Recreation or Ancillary Structures & Improvements – Existing agricultural, recreational or ancillary structures and improvements may be repaired, reasonably enlarged and replaced at their current locations, which are shown in the Baseline Report.

C) New Ancillary Structures & Improvements – New ancillary building and other structures and improvements to be used primarily for ancillary or agricultural purposes may be built on the Property with the permission of the Grantee.

D) New Single Family Residential Dwelling - There shall be may be three new residential buildings constructed on the property with one (1) dwelling allowed on each of the lots created under the provisions of Section 11 below.

F) Recreational Improvements – Recreational improvements may be built within the area identified as “Developed Area” on the Baseline Report, to specifically include additions or improvements to an existing personal firearms range located on the property. Any new recreational improvements proposed for locations outside the area identified as “Developed area” may be built only 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 to the improvements permitted herein may be installed, maintained, repaired, removed, relocated and replaced, and Grantee may grant easements over and under the Property for such purposes. Septic or other appropriate underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved.

## **9. Maintenance and Improvement of Water Sources**

Grantor maintains the rights to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement, provided that Grantor does 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. The construction of ponds and reservoirs shall be permitted only with the permission of Grantee.

## **10. 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.

## **11. 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 three (3) new lots of one acre each provided that lot must comply with the provisions of this conservation easement.

## **12. 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 changed or ownership of the Property changes. All agricultural operations shall be conducted in accordance with applicable law.

## **13. 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.

## **14. Forest Management**

Trees may be removed, cut and otherwise managed to control insects and disease, to prevent personal injury and property damage, for firewood for domestic use in dwelling on the Property, for commercial harvesting and for construction of permitted improvements and fences on the Property. The cutting, removal or harvesting of trees must be in accordance with either the conservation plan referenced in Paragraph 12 above or a forest management plan prepared by a qualified professional forester.

## **15. Mining**

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

## **16. Paving and Road Construction**

Construction and maintenance of unpaved roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement are permitted. Other than the approved roads, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the permission of Grantee. Road access is permitted to the three (3) future housesites with required access to a public road according to Richland County codes.

## **17. Hazardous Waste**

No waste, or radioactive or hazardous waste, shall be placed, stored, dumped, buried, or permitted to remain on the Property. This provision excludes those deposits directly related to and confined within in the area used for the Grantor's personal firearms range. Such facility will remain active and maintained using Best Management Practices for facilities of such personal scope and usage.

## **18. 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 lose, 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.

## **19. 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.

## **20. 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. A permanent easement granting access to the protected property by the Grantee for the right of inspection is hereby granted and such right of access shall be included with all future transfers of the property. 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.

## **21. Transfer of Easement**

Grantee shall have, with the permission of the Grantor, 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, provided the transferee expressly agrees to assume the responsibility and cost imposed on Grantor by this Easement. Grantor shall not unreasonably withhold approval of such a transfer.

## **22. 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.

### **23. 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.

### **24. 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 25 below. Grantee shall use its portion of said proceeds in a manner consistent with the general conservation purposes of this Easement.

### **25. Proceeds**

The donation 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 24 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), Grantor shall be entitled to a portion of the proceeds from the sale, exchange or condemnation equal to the Proportionate Share.

### **26. 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.

### **27. 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.



## **28. 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.

## **29. 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:  
Sarah Nicholson  
469 Haynsworth Street  
Sumter, SC 29150

To Grantee:  
Director  
Richland County Conservation Commission  
P.O. Box 918  
Columbia, SC 29201

## **30. Grantor's Title Warranty**

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

## **31. Subsequent Liens on Property**

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.

## **32. 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.

**33. Other Applicable Laws and Regulations**

Nothing in this easement, or its acceptance by Grantee, shall impair or imply the failure of, the application of all applicable land use, environmental, public health or other relative regulations, laws or acts duly enacted by Grantee or other governmental bodies.

**34. Grantor’s Environmental Warranty**

Grantor warrants that it has no actual knowledge of release or threatened release of hazardous substances or wastes 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.

**34. 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.

**35. Acceptance**

As approved by the Richland County Council 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:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Sarah Nicholson

Accepted:

Witness:

Council

Richland County

\_\_\_\_\_

By \_\_\_\_\_

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:

County of Richland)  
State of South Carolina)

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**

Troutman-Ganus Conservation Easement Donation (*Forwarded from the A&F Committee*) [**PAGES 147-161**]

**Notes**

October 26, 2010 - The committee recommended that Council accept the conservation easement on 23 acres owned by Roger Troutman and Mildred Ganus. The vote in favor was unanimous.

## **Richland County Council Request of Action**

**Subject:** Troutman-Ganus Conservation Easement Donation

### **A. Purpose**

County Council is requested by the Conservation Commission to accept a conservation easement on 23 acres as a donation in northwest Richland County near Broad River in the Wateree Creek Watershed in order to protect a valuable natural resources, water quality, wildlife, and preserve valuable open space.

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

Roger Troutman and Mildred Ganus have made a formal application to the Conservation Commission to help protect their valuable natural resources, wetlands, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for timber, wildlife, and scenic beauty. The property is a critical segment of the Wateree Creek Watershed which offers a buffer corridor along a critical perennial stream. The Conservation Commission recommends fair compensation for this easement in Richland County. The property faces development pressures to be converted to high density sub-divisions. The property is located in County Council District #1. This legacy family would like to contribute to a new conservation image for the Spring Hill Community and protect this stream corridor. We salute their partnership and conservation values.

### **C. Financial Impact-**

The Conservation Commission voted unanimously voted to make this easement request to County Council as a private donation for tax benefits with fair compensation of \$23,000. The Conservation Commission has current funding available for this easement. The appraisal shows a land value over \$180,000. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. 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 wildlife and valuable green space in the Spring Hill Area of Broad River.

### **D. Alternatives**

1. **Approve the request** to accept the conservation easement in perpetuity will 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 23 acres owned by Roger Troutman and Mildred Ganus.***

Recommended by:	Department:	Date:
Carol Kososki, Chair Jim Wilson, Program Manager	Conservation Commission Richland County	9-26-2010

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers	Date: 10/15/10
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation: Funds are available as stated	

**Legal**

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

**Administration**

Reviewed by: Sparty Hammett	Date: 10/19/10
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	



## CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this \_\_\_\_\_ day of December, 2010; by Roger Troutman and Mildred Ganus having an address of 1132 Old Hilton Road Chapin, SC 29036 to Richland County, ("Grantee").

### WITNESSETH:

Grantors are the owners of approximately 23 acres in Richland County, South Carolina more particularly described on Attachment A which will be surveyed in two parcels.

Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (the "Code"), and meets the requirements of Section 509(a) (2) of the 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.

Grantors wish to convey to Grantee, for conservation purposes, a perpetual restriction on the uses which 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 furtherment of the South Carolina Conservation Easement Act, 27-8-10 et seq authorizes the acquisition of conservation easements by local governments;
- . The fulfillment of the goals of Richland County Town and Country Comprehensive Plan, as adopted in 2003, including the protection of quality of life which this easement fulfills by providing an undeveloped buffer to a traditional communities of the County.
- . The fulfillment of the goals of The Richland County Conservation Commission which has identified lands of importance to the community's continued high water quality as a pressing need, with the preservation of this land on a perennial stream in the Wateree Creek Watershed will help to fulfill.
- . The fulfillment of the Spring Hill Conservation Plan, prepared by The Richland County Planning Commission and adopted by the Richland County Council July 7, 2009 to recommend and support land preservation in Northwestern Richland County.
- . The preservation of land of historic importance to Richland County because of its relationship to the agrarian past and historic development of the community, and the preservation of prime farmland soils and lands of 18% critical slope as identified by the U.S. Department of Agriculture and located on the protected property.

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 historic 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 Baseline Report prepared by Grantee with the cooperation of Grantors. Grantors 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. Copies of the Baseline Report on file at the offices of the Grantee

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

THEREFORE, in consideration of \$23,000 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; Grantors 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 Grantors, and more particularly described as:

*Approximately 23 acres listed as Richland County Tax Map # TMS01700-10-22 and #TMS01700-10-04 in Richland County, South Carolina.*

### **1. Grant of Conservation Easement**

Grantors 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 the nature and character described herein. Grantors will neither perform, nor knowingly allow other to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantors authorize 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 Grantors**

Notwithstanding any provisions of this Easement to the contrary, Grantors reserves all customary rights and privileges of ownership, including the rights to sell, lease, and divide 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 Grantors to take any action to restore the condition of the Property after any Act of God or other event over which Grantors had no control. Nothing in this Easement relieves Grantors of any obligation in respect to the Property or restriction in the use of the Property imposed by law.

#### **4. Rights to Use Property for Traditional Purposes**

Grantors retain the right to use the Property for traditional agricultural purposes, or to permit others to use the Property for agricultural purposes, in accordance with applicable law.

#### **5. Right to Privacy**

Grantors retain the right to privacy and the right to exclude any member of the public from trespassing on the Property.

#### **6. Right to Use the Property for Customary Rural Enterprises**

Grantors retains the rights to use the Property for otherwise lawful and customary rural enterprises, such as, but not limited to, processing, packaging and marketing of farm products; farm machinery repair; sawmills; or firewood distribution.

#### **7. Permission of Grantee**

Where Grantors are 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 Grantors prior to Grantors' taking the proposed action. Grantee shall grant permission or approval to Grantors 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 Grantors hereunder.

#### **8. Procedure to Construct Building and Other Improvements**

Except as otherwise provided herein, Grantors may undertake construction or other improvement of the Property only as provided below. No structures or improvements shall be placed within 100 feet of a water body in order to protect water quality. Grantors shall advise Grantee prior to undertaking any construction, reconstruction, or other improvement of single-family dwellings or recreational improvements 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.

B) Existing Agricultural, Recreation or Ancillary Structures & Improvements – Existing agricultural, recreational or ancillary structures and improvements may be repaired, reasonably enlarged and replaced at their current locations, which are shown in the Baseline Report.

C) New Ancillary Structures & Improvements – New ancillary building and other structures and improvements to be used primarily for ancillary or agricultural purposes may be built on the Property within the “Developed Area” identified on the Baseline Report. New buildings, structures or improvements proposed for locations outside the “Developed Area” may be built only with the permission of the Grantee.

D) Single-Family Residential Dwellings – The existing residential dwellings may be repaired, reasonably enlarged and replaced at its current location, which is shown on the Baseline Report. There may be one new residential dwellings constructed on the property in each parcel provided for in Section 11 below.

F) Recreational Improvements – Recreational improvements may be built within the area identified as “Developed Area” on the Baseline Report. Any new recreational improvements proposed for locations outside the area identified as “Developed area” may be built only 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 to the improvements permitted herein may be installed, maintained, repaired, removed, relocated and replaced, and Grantee may grant easements over and under the Property for such purposes. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved.

**THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

## **9. Maintenance and Improvement of Water Sources**

Grantors maintains the rights to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement, provided that Grantors does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantors 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 are carried out in accordance with law. Grantor may construct one (1) pond of not more than one (1) acre.

## **10. Water Rights**

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

## **11. Subdivision**

The Property will be comprised of two parcels as shown in Attachment A. The property may be subdivided to create one (1) new parcel each of not more than two (2) acres each excluding road right of way provided that access to a public road is created as mandated in Richland County Subdivision regulations.

## **12. 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 changed or ownership of the Property changes. All agricultural operations shall be conducted in accordance with applicable law.

## **13. 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.

## **14. Forest Management**

Trees may be removed, cut and otherwise managed to control insects and disease, to prevent personal injury and property damage, for firewood for domestic use in dwelling on the Property, for commercial harvesting and for construction of permitted improvements and fences on the Property. The cutting, removal or harvesting of trees must be in accordance with either the conservation plan referenced in Paragraph 12 above or a forest management plan prepared by a qualified professional forester.

## **15. Mining**

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

## **16. Paving and Road Construction**

Construction and maintenance of unpaved roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement are permitted. Other than the approved roads, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the permission of Grantee

## **17. Hazardous Waste**

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

## **18. Ongoing Responsibilities of Grantors 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 Grantors as owner of the Property, including but not limited to, the following:

- (a) Taxes – Grantors 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, Grantors will reimburse Grantee for the same.
- (b) Upkeep and Maintenance – Grantors 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 – Grantors shall indemnify Grantee against, and hold Grantee harmless from, any and all lose, 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.

## **19. Extinguishment of Development Rights**

Except as otherwise reserved to the Grantors 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.

## **20. Enforcement**

Grantee shall have the right to enter upon the Property upon reasonable advance notice to Grantors for the purpose of inspecting for compliance with the terms of this Easement. A permanent

easement granting access to the protected property by the Grantee for the right of inspection is hereby granted and such right of access shall be included with all future transfers of the property. If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantors, giving Grantors 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, Grantors 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.

## **21. Transfer of Easement**

Grantee shall have, with the permission of the Grantors, 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, provided the transferee expressly agrees to assume the responsibility imposed on Grantors by this Easement. Grantors shall not unreasonably withhold approval of such a transfer.

## **22. Transfer of Property**

Grantors 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. Grantors 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 Grantors to do so shall not impair the validity of this Easement or limit its enforceability in any way.

## **23. Amendment of Easement**

This Easement may be amended only with the written consent of Grantors 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.

#### **24. 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 25 below. Grantee shall use its portion of said proceeds in a manner consistent with the general conservation purposes of this Easement.

#### **25. Proceeds**

The donation 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 24 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), Grantors 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.

#### **26. 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.

#### **27. Successors**

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

#### **28. 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.

#### **29. Notices**



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

To Grantors:  
Roger Troutman  
1132 Old Hilton Road  
Chapin, SC 29036

To Grantee:  
Director  
Richland County Conservation Commission  
P.O. Box 918  
Columbia, SC 29201

### **30. Grantors' Title Warranty**

Grantors warrants that it has good and sufficient title to the Property, free from all encumbrances except and hereby promise to defend the same against all claims that any be made against it.

### **31. Subsequent Liens on Property**

No provisions of this Easement should be construed as impairing the ability of Grantors to use this Property as collateral for subsequent borrowing, provided however, that all subsequent liens shall be subservient to the conditions of this easement.

### **32. 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.

### **33. Other Applicable Laws and Regulations**

Nothing in this easement, or its acceptance by Grantee, shall impair or imply the failure of, the application of all applicable land use, environmental, public health or other relative regulations, laws or acts duly enacted by Grantee or other governmental bodies.

### **34. Grantors' Environmental Warranty**

Grantors warrants that it has no actual knowledge of release or threatened release of hazardous substances or wastes 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.

### **34. 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.

### **35. Acceptance**

As approved by the Richland County Council 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, Grantors and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

Witness:

\_\_\_\_\_

\_\_\_\_\_  
Roger K. Troutman

\_\_\_\_\_

\_\_\_\_\_  
Cathy Rae Troutman

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:

Accepted:

Witness:

Richland County

Council

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Its

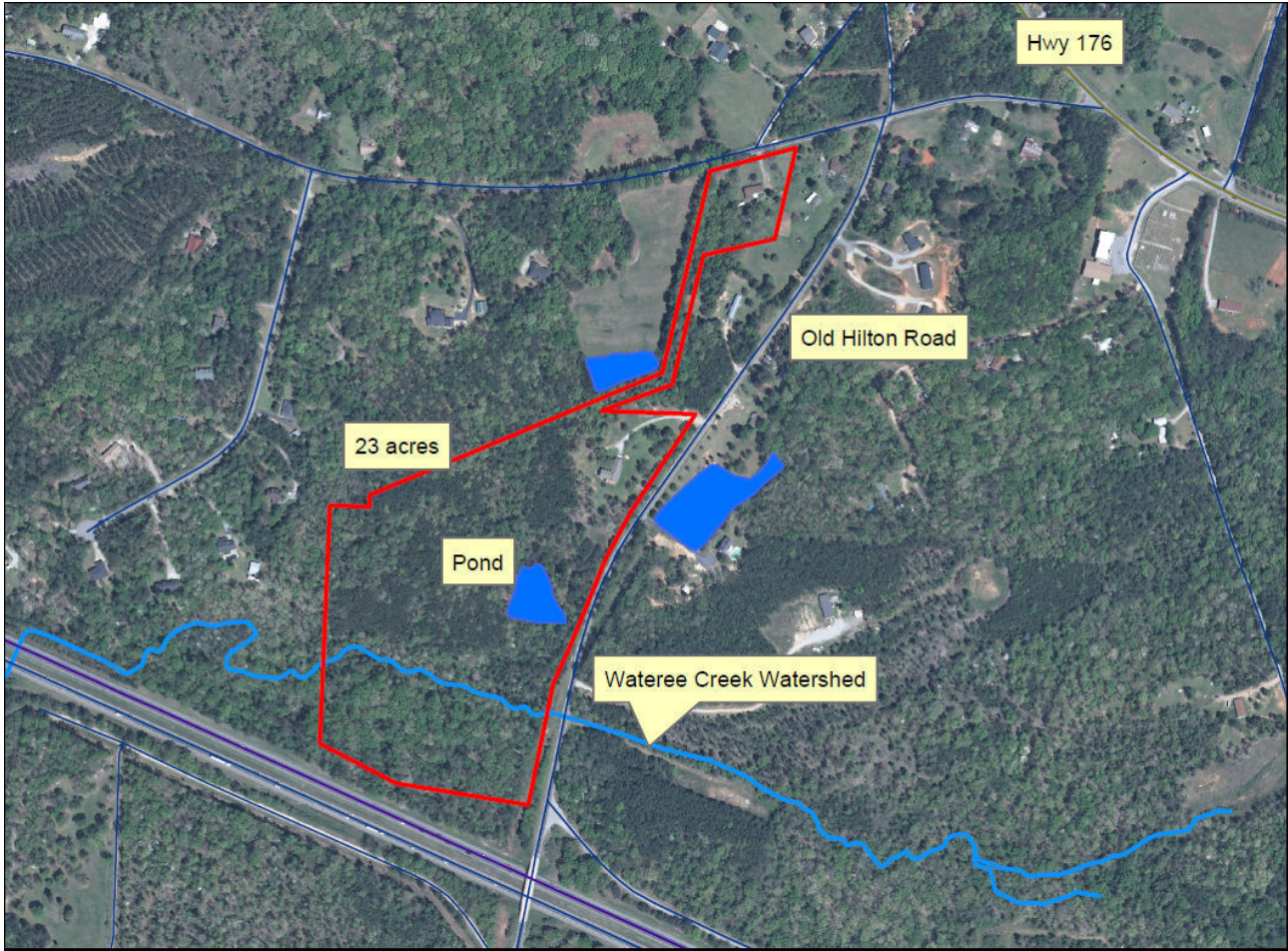
\_\_\_\_\_  
County of Richland)  
State of South Carolina)

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:



# Richland County Council Request of Action

**Subject**

Budget Transfer from Decker Blvd S&B to Booker Heights Infrastructure (*Forwarded from the A&F Committee*) [**PAGES 163-164**]

**Notes**

October 26, 2010 - The committee recommended that Council approve the request to transfer \$150,975.78 from FY10-11 Decker Blvd. S&B Designation to Booker Heights Infrastructure using CDBG funds. The vote in favor was unanimous.

## Richland County Council Request of Action

**Subject:** Budget Transfer from Decker Blvd S&B to Booker Heights Infrastructure

### A. Purpose

Council is requested to approve the budget transfer in the amount of \$ 150,975.78 from FY 10-11 Decker Blvd S&B Designation to Booker Heights Infrastructure improvement. This amount would satisfy the final payment billed to the County by the vendor, Trussell Brothers. Both of these projects are CDBG funded and no funds are being requested from County general funds. The Decker Blvd S&B Designation was approved by Council in July 2010 using HUD FY 10-11 CDBG funding. If this budget transfer is approved, a total of \$149,024.22 would remain for this fiscal year's use for the Decker Blvd Project and FY 11-12 CDBG funds will be used to restore the original amount to \$300,000.

### B. Background / Discussion

The Booker Heights Project received a Notice to Proceed in 2006. The project had several obstacles to include unknown at the time additional hard and soft ware required including a telemetry tower that has now been installed. The vendor, Trussell Brothers, has now completed his portion of the work and has billed the County for change orders and retainages totaling \$150,975.78. The retainage and change orders have been approved by the Richland County Utilities Department. The currently approved CDBG budget can not support this request and therefore funds will have to be used from an existing approved line item. It was suggested to utilize the funds from this source and restore the funds back to the Decker Blvd S&B Project in FY 11-12. There is also the need to complete an advertised public notice and public comment period to notify citizens of this change. Again, no funds are being requested from County general funds.

### C. Financial Impact

The financial impact of this request is one of an internal RCCD nature. The funds would be coming from one approved CDBG line item in FY 10-11 to cover costs that have been incurred up to and over the past 4 years.

<b>From</b> FY 10-11 Action Plan Decker Blvd S&B Designation (Budgeted \$300,000)	\$150,975.78
<b>To</b> FY 06-07 and subsequent fiscal year budgets to cover Booker Heights Infrastructure Project (retainage and change orders)	\$ 150,975.78

Again, no funds are being requested from County general funds.

**D. Alternatives**

1. Approve the request to transfer in the amount of \$150,975.78 from FY 10-11 Decker Blvd S&B Designation to Booker Heights Infrastructure improvement using CDBG funds.
2. Do not approve transfer in the amount of \$150,975.78 from FY 10-11 Decker Blvd S&B Designation to Booker Heights Infrastructure improvement using CDBG funds.
3. County general funds are approved to cover the costs of \$150,975.78 for the Booker Heights Infrastructure improvement.

**E. Recommendation**

It is recommended that Council approve the request to approve the request to transfer in the amount of \$ 150,975.78 from FY 10-11 Decker Blvd S&B Designation to Booker Heights Infrastructure improvement using CDBG funds.

Recommended by:	Department:	Date:
<i>Sparty Hammett &amp; Andy Metts Through Valeria Jackson</i>	<i>Administration, Utilities &amp; Community Development</i>	<i>10-12-10</i>

**F. Reviews**

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

**Finance**

Reviewed by: <u>Daniel Driggers</u>	Date: 10/15/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Procurement**

Reviewed by: <u>Rodolfo Callwood</u>	Date: 10/16/10
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Grants**

Reviewed by: <u>Sara Salley</u>	Date: 10/19/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Legal**

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

**Administration**

Reviewed by: <u>Sparty Hammett</u>	Date: 10/19/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	



# Richland County Council Request of Action

**Subject**

EMS/MC Billing and Collecting Fee-EMS Patients (*Forwarded from the A&F Committee*) [**PAGES 166-167**]

**Notes**

October 26, 2010 - The committee recommended that Council approve the request for a purchase order to EMS/MC in an amount not to exceed \$696,154 to provide billing and collecting of the County's EMS services to insurance and individual patients. The vote in favor was unanimous.

## Richland County Council Request of Action

**Subject:** EMS/MC Billing and Collecting Fee-EMS Patients

### **A. Purpose**

County Council is requested to approve a purchase order to EMS/MC for providing billing and collection services to insurance companies and individual patients related to the County's EMS services.

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

Fiscal Year 2011 is the second year into a five year contract with EMS/MC. EMS/MC was selected and approved by Council after going through an RFP process in 2007/2008 based on their ability to provide this service in a manner consistent with County needs and requirements.

Billing medical related services to insurance companies in its self requires a great deal of complex specialized knowledge. This coupled with the volume of accounts (monthly average of 3,560 new accounts) makes it more efficient and cost effective for this service to be handled by a 3<sup>rd</sup> party.

EMS/MC is paid monthly calculated at 6.9% of the payments collected during that month.

### **C. Financial Impact**

There are sufficient funds in the account 1100189000.526502 designated for this request.

### **D. Alternatives**

1. Approve the request to continue utilizing EMS/MC for an amount not to exceed \$696,154.
2. Do not approve the request. This would mean that billing and collection services to insurance companies and individual patients of the County's EMS would cease until a new provider could be identified and put into place.

### **E. Recommendation**

It is recommended that County Council approve this request for a purchase order to EMS/MC in an amount not to exceed \$696,154 to provide billing and collecting of the County's EMS services to insurance and individual patients.

Recommended by: Daniel Driggers

Department: Finance

Date: October 9, 2010

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers

Date: 10/14/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Request is consistent with appropriated budget

**Procurement**

Reviewed by: Rodolfo Callwood

Date: 10/14/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Larry Smith

Date:

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Administration**

Reviewed by: Tony McDonald

Date: 10/14/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

# Richland County Council Request of Action

**Subject**

Hospitality Tax - Round Two Funding Recommendations (*Forwarded from the A&F Committee*) **[PAGES 169-171]**

**Notes**

October 26, 2010 - The committee recommended that Council approve the funding recommendation as submitted by the Hospitality Tax Advisory Committee, leaving \$5,058 unallocated. The vote in favor was unanimous.

## Richland County Council Request of Action

**Subject:** Hospitality Tax - Round Two Funding Recommendations

### A. Purpose

County Council is requested to approve the attached funding recommendations from the Hospitality Tax Advisory Committee for organizations eligible to receive funding in the Round Two promotions funding process for FY11.

### B. Background / Discussion

During FY08, County Council voted to split the funding round for the Hospitality Tax promotions grants into two cycles each fiscal year and made this effective for the FY09 budget year onward.

The Hospitality Tax Advisory Committee Round One recommendations were evaluated and approved by Council during the FY11 budget process. Council approved **\$40,058** of promotions funding be appropriated and available for Round Two. Following the 75%/25% funding goal as outlined in the Hospitality Tax Ordinance, available funding for projects located within unincorporated Richland County and Regional marketing is **\$30,043.50** and available Funding for projects located in the incorporated areas is **\$10,014.50**. Round Two applications were due to the County in August 2010. Six applications were submitted to the County for funding and were reviewed and scored by the Committee.

On September 29<sup>th</sup>, three of the five Hospitality Tax Advisory Committee members met to finalize recommendations for Round Two. As a result, the Hospitality Tax Advisory Committee has submitted the following funding recommendations to county council. (See attachment for a breakdown of projects, scoring, and funding recommendations.)

#### **Unincorporated (\$ 30,043.50 Available)**

Scale, Inc. - Siloam School and Horrell Hill Community Activity Day	\$10,000
Lower Richland High PTSA - Diamond Day Festival	<u>\$15,000</u>
Total	\$25,000

#### **Incorporated (\$ 10,014.50 Available)**

Township Auditorium Foundation - Foundations Helping Foundations	\$0
Central Carolina Community Foundation - 17th Annual Wine Festival	\$0
Auntie Karen Foundation - Legends of ...2011	\$5,000
Blythewood Chamber of Commerce - Blythewood Spring Road Race 2011	<u>\$5,000</u>
Total	\$10,000

<b>Total H-Tax Allocation Round Two</b>	<b>\$35,000</b>
<b>Unallocated</b>	<b>\$5,058</b>

**C. Financial Impact**

No financial impact. The funding for Round Two was appropriated during the FY11 budget process.

**D. Alternatives**

- 1. Approve the funding recommendations as submitted by the Hospitality Tax Advisory Committee, leaving \$5,058 unallocated.
- 2. Do not approve the Committee recommendations and recommend an alternative funding plan.

**E. Recommendation**

It is recommended that County Council approve alternative one (1).

**Recommended by:** Hospitality Tax Advisory Committee      **Date:** October 8, 2010

**F. Reviews**

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

**Grants Manager**

Reviewed by: Sara Salley      Date: 10/13/2010  
 ✓ Recommend Council approval       Recommend Council denial  
 Comments regarding recommendation: Recommend that Council approve the H-Tax funding recommendations provided by the Hospitality Tax Committee.

**Finance**

Reviewed by: Daniel Driggers      Date: 10/13/10  
 ✓ Recommend Council approval       Recommend Council denial  
 Comments regarding recommendation:

**Legal**

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

**Administration**

Reviewed by: Roxanne Ancheta      Date: October 14, 2010  
 ✓ Recommend Council approval       Recommend Council denial  
 Comments regarding recommendation: It is recommended that Council approve the Hospitality Tax Round II funding recommendations provided by the Hospitality Tax Committee.

Organization	Project Description	FY 2010 Request	FY2010 Funding	FY2011 Request	Total Project	Request % of Total Project	Committee Recs	Recs % of Total Project	Committee Notes/Comments
Township Auditorium Foundation	Foundations Helping Foundations	\$100,000	\$3,661	\$40,000	\$105,000	38%	\$0		While this is a worthwhile program, there were not enough to fund everyone due to the 75%/25% split. This program will happen if the County provides funds or not.
Central Carolina Community Foundation	17th Annual Wine Festival	N/A	N/A	\$15,000	\$76,352	20%	\$0		While this is a worthwhile program, there were not enough to fund everyone due to the 75%/25% split. This program will happen if the County provides funds or not.
Auntie Karen Foundation	Legends of ... 2011	\$32,800	\$5,000	\$32,800	\$231,000	14%	\$5,000	2%	
Blythewood Chamber of Commerce	Blythewood Spring Road Race 2011	N/A	N/A	\$10,470	\$17,700	59%	\$5,000	28%	
<b>Total Incorporated</b>		<b>\$132,800</b>	<b>\$8,661</b>	<b>\$98,270</b>	<b>\$430,052</b>		<b>\$10,000</b>		

Organization	Project	FY 2010 Request	FY2010 Funding	FY2011 Request	Total Project	Request % of Total Project	Committee Recs	Recommendation % of Total	Committee Notes/Comments
Scale, Inc	Siloam School and Horrell Hill Community Activity Day	\$80,000	\$17,998	\$80,000	\$100,000	80%	\$10,000	10%	At least 50 of these funds need to be used for marketing to increase the audience.
Lower Richland High PTSA	Diamond Day Festival	\$15,000	\$10,000	\$15,000	\$20,500	73%	\$15,000	73%	
<b>Total Unincorporated</b>		<b>\$95,000</b>	<b>\$27,998</b>	<b>\$95,000</b>	<b>\$120,500</b>		<b>\$25,000</b>		

Total Recommendation of Funds \$35,000.00  
 Total Funds Available for Allocation \$40,058.00  
 Remaining Balance of Funds Unallocated (\$5,058.00)

Organization	Green	Williams	Sims	McCarthy	Average
Scale, Inc	66	\$90	89	24	67
Township Auditorium Foundation	96	\$95		58	83
Central Carolina Community Foundation	84	\$75	80	64	76
Auntie Karen Foundation	84	\$85	95	30	74
Lower Richland High PTSA	88	\$90	90	37	76
Blythewood Chamber of Commerce	90	\$90	60	56	74

# Richland County Council Request of Action

**Subject**

HUD approved FY 10-11 Annual Action Plan (*Forwarded from the A&F Committee*) [**PAGES 173-220**]

**Notes**

October 26, 2010 - The committee recommended that Council approve the request to approve the HUD approved FY10-11 Annual Action Plan in its entirety. The vote in favor was unanimous.



# Richland County Council Request of Action

**Subject:** FY 10-11 Annual Action Plan Approval

**A. Purpose**

Council is being requested to approve the HUD–approved FY 10-11 Annual Action Plan in its entirety. The FY 10-11 budget was approved by Council in July 2010. At that time the Action Plan was not complete. Subsequently, it was sent to HUD for approval on August 13<sup>th</sup> and HUD has approved it.

**B. Background / Discussion**

Council is being requested to approve the HUD approved FY 10-11 Annual Action Plan in its entirety. The budget has already received Council approval during a July 2010 meeting. This current ROA action is a formality. HUD has already approved the plan and has forwarded grant agreements for signature by Mr. Pope. This action will also satisfy Finance requirements of Council approval.

**C. Financial Impact**

The sole financial impact of this request for the County is the HOME Match which the third and final reading took place on Oct 19<sup>th</sup>. The amount approved was \$140,755.53 in County general funds. The remaining funds are non-county (federal) sources.

**D. Alternatives**

1. Approve the request to approve the HUD approved FY 10-11 Annual Action Plan in its entirety.
2. Do not approve the HUD approved FY 10-11 Annual Action Plan in its entirety.

**E. Recommendation**

3. "It is recommended that Council approve the request to Approve the HUD approved FY 10-11 Annual Action Plan in its entirety."

Recommended by:  
*Valeria Jackson*

Department:  
*Community Development*

Date:  
*10/11/10*

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers

Date: 10/15/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Grants**

Reviewed by: Sara Salley

✓ Recommend Council approval

Comments regarding recommendation:

Date:10/18/2010

Recommend Council denial

**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: 10/19/10

Recommend Council denial

we can...

upgrade

- homeowner assistance
- financial empowerment
- neighborhood revitalization

RICHLAND COUNTY  
community development



**2010-2011  
ANNUAL ACTION PLAN FOR  
COMMUNITY DEVELOPMENT**

**Richland County Community Development Department  
2020 Hampton Street, Suite 3063  
Columbia, South Carolina 29204  
(803) 576-2230  
[www.richlandonline.com](http://www.richlandonline.com)**

**August 13, 2010**

## **2010 Annual Action Plan**

### **Program Year 2010**

**October 1, 2010 – September 30, 2011**

Richland County is an expanse of more than 770 square-miles that occupies the center of the State of South Carolina. It is home to the nation's largest Army basic training facility, Fort Jackson and the State's capitol, Columbia. Richland County Government's motto is *Uniquely Urban, Uniquely Rural* and is so appropriately named for its true combination of smaller metropolitan flavor, coupled with major parcels in the outlying areas constituting the rural setting. The County's population growth, while originally centered in the urbanized area of Columbia, has spread along the County-wide Interstates I-26, I-20 and I-77, which is through the northern area of the County. The local economy is a mixture of State and local governments, banking and finance, industry, health care, higher education, significant regional retail centers, and an emerging research and development sector.

In 2000, the County emerged as the second most populated county in the State (348,226 persons in 2006), behind only Greenville County. In 2008, US Census listed the County's population at 364,001. As of 2007, there were a total of 153,762 housing units found in Richland County. The median income is \$62,100 with 76% of the housing units maintaining a mortgage (Sources HUD User and US Census - 2009).

Population estimates indicate that the County was one of the fastest growing in the State from 2007 to 2008, ranking 11<sup>th</sup> with a percentage growth of 1.7%. Future projections indicate that the county's population will grow by 9.4% from 2000 to 2010, with an estimated 6.1% growth from 2005 to 2010. (Source: Office of Research and Statistics (SCORS)).

Since 2002, Richland County has benefited from its status as an Entitlement Community and a Participating Jurisdiction through the United States Department of Housing and Urban Development (HUD). This status makes the County eligible to receive direct assistance from both the Community Development Block Grant (CDBG) and the HOME Investment Grant programs. A HUD requirement for receiving assistance through the CDBG and HOME programs is the preparation and adoption of a Consolidated Plan and subsequent Annual Action Plan that describes the County's housing and community development needs. The resulting Consolidated Plan establishes a unified, coordinated vision for community development and housing actions for the next five years with the primary goals of providing safe and affordable housing, adequate public facilities, revitalized low and moderate income (LMI) neighborhoods, support for homeless programs and services, and code enforcement for CDBG and LMI neighborhoods for Richland County residents. Low and moderate income data provided by HUD at the Census tract and block group levels enables communities to determine the location of areas with at least 51% of households having low or moderate incomes (LMI). The FY 10-11 Annual Action Plan provides a one year

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overview of the budgeted project descriptions, annual objectives, and performance measures in how Richland County will qualify these benchmarks. In addition, federal stimulus or American Recovery and Reinvestment Act of 2009 (ARRA) were awarded to Richland County and will be used within the FY 10-11 funding year.

Significant demographic trends and issues in Richland County include:

- More than 87% of the County's population is now urban.
- From 1990 to 2000, population in the 45-to-64 age group increased by nearly 44% and the number of residents aged 85 and over increased by nearly 52%.
- The County has one of the youngest populations statewide, ranking 2nd with a median age of 32.6 years and 5th in the number of persons under age 18.
- The County has a diverse racial composition that includes more than 50% Caucasian, 45% African-American, and almost 2% Asian. Nearly 3% of the population is Hispanic or Latino.
- The African-American population grew by more than 21% and the Asian population by more than 51% from 1990 to 2000.
- The number of Hispanic residents nearly doubled in the last decade, rising from 1.6% of the population to 2.7%.
- More than 42% of households countywide are considered to be low and moderate income (LMI). Incomes for LMI households are below 80% of median family income (MFI).
- More than half (59%) of Richland County families living in poverty are headed by a single female with children under the age of 18. Almost 1 of every 5 of the County's children lives in poverty.
- Richland County ranks 1st statewide in the number of families receiving Temporary Assistance for Needy Families (TANF) and Food Stamps.
- The County has 175,227 residents in the civilian work force, ranking 2<sup>nd</sup> statewide in labor force size.
- The County's unemployment rate rose steadily from a low of 5.1% in April of 2007 to 12.3% as of June of 2009. South Carolina ranks the 4<sup>th</sup> highest in the U.S., with the highest being Michigan at 15.4%.
- An estimated 7.8% of the County's workforce (13,600 workers) is underemployed – persons who desire better jobs and possess the skills, education and experience to qualify them for better jobs.
- Detached, single-family homes comprise 62% of all housing units in the County, followed by multi-family housing units at 24.2% and mobile homes at 6.6%.
- Recent residential growth in the County has been dominated by the construction of low-density, detached single-family housing in the northeast between I-20 and I-77 and within the northwestern I-26 and southeastern Garners Ferry Road corridors.
- Two-thirds (61.4%) of occupied housing units are owner-occupied, while 38.6% are occupied by renters.
- More than one-third (36.2%) of County residents in rental units and one-fifth (21.4%) of homeowners are cost-burdened – spending more than 30% of the area median family income (MFI) for housing costs.

- An extremely low income Richland County householder earning \$18,650 (30% or less of the area median income of \$62,100) can afford a monthly rent of no more than \$466, while the Fair Market Rent (FMR) for a two-bedroom housing unit in Richland County is \$710.

## I. Citizen Participation

Richland County has a Citizen Participation Plan in place that encourages participation of all residents, especially the low and moderate-income population. Formal and informal approaches are used each year in the assessment process, as citizens' needs and concerns are expressed often in the local government arena. The advertisement considers the special needs of the disabled. In addition, when necessary, flyers are posted in local gathering places and mailed to all neighborhood associations and local churches encouraging attendance.

Richland County Community Development Department staff conducted a public hearing at the Richland County Administration Building, Council Chambers, on **Thursday July 29, 2010 at 5:30 p.m.** Public notice was advertised in The STATE newspaper. The notice was also posted on our website and in the County Building where daily high volumes of people (from all socioeconomic levels) visit as well as the County Health Department entrance way. Public comments will be accepted through **Thursday August 19, 2010**. Any public comments which are received will be put in writing and forwarded to our HUD Regional office. Please see minutes and sign in sheet for July 29th public hearing attached.

Richland County relies heavily on the Ombudsman's Office, which is the County One Stop Call Center. Citizens express concerns by telephone, fax, and email to this office and these concerns are kept and tracked on a computer system. Upon request, the Community Development can receive documented concerns that have been expressed over a period of time. The Community Development Department obtains and reviews the documented concerns and notes it in the Needs Assessment.

Richland County Community Development Website ([www.richlandonline.com](http://www.richlandonline.com)) is available and has current information. The website has been a cost saving tool for the County to communicate with the general public, monitor sub-recipients and share information with HUD as well as other Entitlement Communities. This site will provide links to a variety of resources and information, to include Fair Housing, Program Management and Compliance. The Community Development Office has received a few good comments about the webpage and its information. The office has also joined Twitter and can be found at [@upgrade\\_u@twitter.com](https://twitter.com/upgrade_u).

## II. Funding Sources

### A. Federal Funds

Projects identified in the Action Plan will be implemented through the County's 2010 Community Development Block Grant (CDBG), HOME Investment Partnerships, and Stimulus fund allocations. Richland County anticipates receiving approximately \$1,508,333 in CDBG funding and \$636,469 in HOME funding.

Additional funding will be provided through anticipated program income (\$210,478) generated by the County's HOME program investments. This includes: Income from infill Housing Development in the Ridgewood Neighborhood (\$149,910); Income from the Homeowner Rehabilitation Program is estimated to be earned through the repayment of three loans that are being serviced by First Citizens Bank (\$6,568); through loans made to Community Housing Development Corporations (\$50,000), and through application fees in the RCHAP program (\$4,000). Additional monies may be generated utilizing the recapture provisions as outlined in the policies and procedures of the housing programs and the CHDO contracts. These provisions ensure compliance with Federal regulations.

Richland County provides administration for the Midlands Area Consortium for the Homeless (MACH) Region's Homeless Management Information System (HMIS) grant funded through HUD's Supportive Housing Program (HUD-SHP). Funding in the amount of \$80,544 from the HUD Supportive Housing Program (HUD-SHP) is included in the listing of funding sources (Table 10-1) for Program Year 2010 and will be allocated solely for the administration of the MACH HMIS Homeless program. HUD requires a local match of 25% for this grant, which Richland County intends to overmatch through CDBG funding in the amount of \$29,291.00.

Richland County will also continue to provide administration for several stimulus funded grants that were originally funded during the 2009 Program Year. These include the following programs:

1. Neighborhood Stabilization Program 1 (NSP1) was created as a result of Title III of the Housing and Economic Recovery Act (HERA) of 2008. This program provides assistance to acquire and redevelop foreclosed properties that might otherwise become sources of abandonment and blight within their communities. During the 2010 fiscal year, estimated NSP1 program income will also be used to acquire and rehabilitate properties to provide homeownership opportunities to income qualified households up to 120% of the area median income. Richland County Community Development Department received an allocation of \$2,221,859 of which \$1,551,859 (70%) has been expended leaving a total of \$670,000 (30%) for FY 2010-2011.

2. Homeless Prevention and Rapid Re-Housing (HPRP) is a stimulus funded program to prevent persons from becoming homeless or to assist those who are experiencing homelessness to be quickly re-housed and stabilized. As grantee, we will continue to monitor the subrecipient's (i.e., The Cooperative Ministry - provides Homeless Prevention services and Trinity Housing Corporation - provides Rapid Re-housing services) program and financial performance to ensure regulatory compliance in all areas. Richland County Community Development Department received an HPRP allocation of \$568,201 of which \$170,561 (30%) has been expended leaving a total of \$ 397,640 (70%) for FY 2010-2011.
3. Community Development Block Grant Recovery (CDBG-R) funding has been allocated to four (4) activities that are consistent with the goals of the Recovery Act for projects that may not have been funded otherwise: The County expended \$200,000 for infrastructure improvements in the Rockgate subdivision; \$79,569 for infill residential development as part of the Ridgewood Neighborhood Revitalization Project; \$55,000 to the Columbia Urban League for a summer employment, training and development program for youth and \$37,000 for the planning and general administration of CDBG-R activities. The projects are consistent with the Richland County Five Year Consolidated Plan (2007-2012) where "public facilities and improvements" are identified as a high priority. The plan also emphasizes the Neighborhood Revitalization Program and addresses unemployment issues. Richland County Community Development Department received an allocation of \$371,569 of which \$216,000 (58%) has been expended leaving a total of \$155,569 (42%) for FY 2010-2011.

## **B. County Funds**

Richland County will provide a local match as required for the HOME program in Program Year 2010. As feasible, the County will also provide in-kind services, funds for operating costs, funds for furnishings and equipment, other available funds, and real property to carry out the activities identified in this Plan. In past program years, County Departments including Public Works, Procurement, IT, Utilities and the Legal Department have provided in-kind professional services to the County's CDBG and HOME programs. In 2010 the County will also continue to seek donations from private and public entities for services such as engineering to help offset project costs when possible.

In addition, since the inception of its Community Development Program, Richland County has sought partnerships that leverage funding for CDBG and HOME endeavors. In past program years, the County has partnered with the Rural Development Program of the US Department of Agriculture, the SC State Housing Trust fund, the Greater Columbia Association of Home Builders, the Salkehatchie Summer Service, Home Depot, and World Changers for activities undertaken in the County's housing rehabilitation and emergency repair programs. During the 2007 program year the



County partnered with The City of Sumter/Columbia Empowerment Zone and also was awarded funds for Brownfields Assessment from the Environmental Protection Agency. Other partnerships are being explored in the public and private sectors.

Table 10-1 outlines program funding from both Federal and local funding sources for program year 2010.

**Table 10-1. Program Year 2010 Funding Sources and Income**

Program	New or Current Award Amount
<b>New Federal Funding</b>	
CDBG	\$ 1,508,333
HOME	\$636,469
HUD-SHP (HMIS)	\$80,544
<b>Local Funding Sources</b>	
HOME Program Income (Estimated)	\$210,478
Local Funding HOME Match – Richland County	\$140,706
CDBG Carryover Funds Previous Years (Estimated)	\$800,000
<b>Stimulus Funds Remaining</b>	
HPRP- Original Grant Amount (\$568,201)	397,640
CDBG-R- Original Grant Amount (\$371,569)	155,569
NSP-Original Grant Amount (\$2,221,859)	670,000
<b>Total Funds Available</b>	<b>\$4,599,739</b>

### III. Program Year 2010 Budget

Richland County's CDBG and HOME programs provide funding for projects in unincorporated areas of the County. During the 2010 Program Year, the County will focus its CDBG efforts and funding on public infrastructure, neighborhood revitalization, emergency housing repair, capital improvement of community homeless facility, job training and match for the MACH HMIS grant, as well as planning and administration of the County's Community Development Program. The County will focus efforts and funding through HOME funding on housing development in conjunction with the Neighborhood Revitalization Program, countywide Housing Rehabilitation Program, programmatic and operating funds for CHDOs, and the Richland County Homeownership Assistance Program (RCHAP).

Richland County projects allocations of \$2,308,333 to implement CDBG activities for the 2010 Program Year. The projects proposed for CDBG funding are listed in Table 10-2, including funding allocated per project for Program Year 2010.

**Table 10-2. CDBG Proposed Budget, Program Year 2010**

<b>New CDBG Projects for Program Year 2010</b>	<b>Total 2010 Funds Allocated</b>
Public Facilities/Infrastructure Project <i>Lower Richland Wastewater Treatment Plant- Phase II</i>	\$1,000,000
Capital Improvement Project – <i>Midlands Housing Alliance (MHA)- Total Budget: \$250,000; Remaining Funds (\$43,332) will be from carryover</i>	\$206,668
Decker Blvd S&B Designation Projects- <i>Budgeted Amount (\$300,000) Funds will be from Carryover</i>	\$0
Administration (20%)	\$301,665
<b>New Ongoing CDBG Projects using Carryover Funds</b>	
Emergency Repair Program	\$100,000
HMIS Grant Administration Match Program	\$29,291
Neighborhood Revitalization Program <i>Ridgewood Neighborhood – Monticello Rd. Streetscape Plan and Project Management</i>	\$302,000
Contingency for Unforeseen Costs	\$20,000
Marketing of Programs	\$5,377
<b>Sources of Funds</b>	
Total Carryover Amount from Previous Year Budgets	\$800,000
CDBG Entitlement Award	\$1,508,333
<b>Total CDBG Funds Available</b>	<b>\$2,308,333</b>

<b>Additional Approved CDBG Projects to Be Implemented in 2010</b>	
Section 3 – CHA Residents (Job Creation/Job Readiness)	\$50,000
Analysis of Impediments to Fair Housing (AI), Section 3 Plan, LEP Plan, ET AL	\$25,000
<b>Total</b>	<b>\$75,000</b>

**B. HOME Budget**

Richland County expects to receive \$636,469 to implement HOME activities for the 2010 Program Year. In addition, we anticipate approximately \$210,478 in program income along with \$140,706 of Richland County HOME Match. The projects proposed for HOME funding are listed in Table 10-3, including funding allocated for each project for Program Year 2010.

**Table 10-3. HOME Proposed Budget, Program Year 2010**

<b>HOME Projects for Program Year 2010</b>	<b>Total 2010 Funds Allocated</b>
Housing Rehabilitation Program (HR)	\$300,000
Down payment Assistance Program (RCHAP)	\$160,000
CHDO Set Aside (exceeds 15% minimum) and Operating Funds (\$102,822 plus \$10,000)	\$112,822
Administration (not to exceed 10%)	\$63,647
<b>TOTAL HOME ENTITLEMENT BUDGET</b>	<b>\$636,469</b>
<b>Sources of Funds</b>	
HOME Program Income	\$210,478
Richland County HOME Match – 25% <i>*To be awarded by County</i>	\$140,706
HOME Entitlement Award	\$636,469
<b>Total HOME Funds Available</b>	<b>\$987,653</b>
<b>Additional HOME Programs Using HOME Program Income</b>	
<b>Additional HOME Programs Using HOME Program Income</b>	<b>\$210,478</b>
Housing Rehabilitation Program (HR)	\$100,000
Down payment Assistance Program (RCHAP )	\$40,000
CHDO/Developers/Sub-recipients (CHDO)	\$70,478

#### **IV. Specific Annual Objectives**

Program Year 2010 will address the following objectives selected from the County's 5-Year Consolidated Plan.

- Priority Need 1: Improve the quality and availability of decent, safe and affordable housing.
- Priority Need 2: Provide for adequate and safe public facilities and infrastructure.
- Priority Need 3: Revitalize LMI neighborhoods.
- Priority Need 4: Provide for and support programs and services for the homeless.
- Priority Need 5: Collaborate with RC Planning and Development and provide support programs and services to Master Planned project areas.
- Priority Need 6: Provide planning activities to determine needs, establish priorities and develop implementation strategies to meet the needs of LMI areas and residents.

- **Priority Need 7:** Strengthen partnerships with community based organizations, neighborhood associations and neighboring local governments to further the County's capacity to serve as well as collaborate and coordinate community development activities.

Table 10-4 summarizes the priority needs and objectives of the 5-year Consolidated Plan that will be addressed by the projects proposed for the 2010 Program Year and lists performance indicators for each proposed project.

**Table 10-4. 2010 Projects, Priority Needs, Objectives and Performance Indicators (HUD Table 3A)**

2010 Annual Action Plan Projects	Consolidated Plan (CP) Priority Need	CP Objectives	Performance Indicator
<b>CDBG Projects</b>			
1. Lower Richland Wastewater Treatment Plant- Phase II	#2. Provide for adequate & safe public facilities & infrastructure.	2.1.1	Sewer provided to 200 homes.
2. Capital Improvement Project <i>Midlands Housing Alliance (MHA)</i>	#4. Provide for & support programs & services for the homeless.	4.1.1	150-214 homeless individuals provided services.
3. Decker Blvd S&B Designation Projects	#5 Collaborate with RC Planning and Development and provide support programs and services to Master Planned project areas.	5.0	Elimination of slum and/or blighting influences.
4. Administration (20%)	#6. Provide planning activities and studies to determine needs, establish priorities and develop implementation strategies to meet the needs of LMI areas and residents.  #7. Work with community partners, neighborhood associations and neighboring local governments to collaborate and coordinate community development activities.	6.2 7.1	n/a
5. Emergency Repair Program (ER)	#1. Improve the quality & availability of decent, safe & affordable housing.	1.1.1	10 homes repaired
6. HMIS Match	#4. Provide for & support programs & services for the homeless.	4.2.1	2,650 homeless individuals & 2,500 families provided services.

7. Neighborhood Revitalization Program: <i>Ridgewood Neighborhood – Monticello Rd. Streetscape Plan and Project Management</i>	#3 Revitalize LMI neighborhoods.	3.0	Revitalize LMI neighborhoods
8. Contingency for Unforeseen Eligible Costs	n/a	n/a	n/a
9. Marketing of Programs	#6. Provide planning activities and studies to determine needs, establish priorities and develop implementation strategies to meet the needs of LMI areas and residents.	6.2	n/a
<b>HOME Projects</b>			
10. Housing Rehabilitation Program (HR)	#1. Improve the quality & availability of decent, safe & affordable housing.	1.1.2	16 homes rehabilitated
11. Down Payment Assistance Program (RCHAP)	#1. Improve the quality and availability of decent, safe and affordable housing.	1.2.1	16-32 New Home Owners (depending on individual assistance amount)
12. CHDO Set Aside (exceeds 15% minimum) and CHDO Operating Funds	#3. Revitalize LMI neighborhoods.	3.1.1 3.1.4	Rehabilitate homes. Seek partnerships for development of vacant infill properties.
13. Administration (not to exceed 10%)	#6. Provide planning activities and studies to determine needs, establish priorities and develop implementation strategies to meet the needs of LMI areas and residents.	6.2	n/a

## V. Performance Measurement

In September 2003, HUD issued *CPD Notice 03-09* regarding performance measurement. In the notice, HUD strongly encouraged each grantee under its Office of Community Planning and Development (CPD) formula, which includes Richland County's CDBG and HOME programs, to develop and use a performance measurement system. In addition, it described the need for HUD to begin to show the results of the federal dollars spent on the activities funded by the CDBG program. On March 7, 2006 HUD established its new standards for performance measurement through the publication of the *Notice of Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs* in the Federal Register. As

described in the Federal Register, the outcome performance measurement system will enable HUD to collect information on the outcomes of activities funded with CPD formula grant assistance and to aggregate that information at the national, state, and local level.

In preparation for the new system, Richland County Community Development staff attended a workshop on HUD's proposed performance measurement system. Since that time, CDBG staff has reviewed records and projects, revised all necessary forms, and communicated with community development partners to ensure that adequate information is collected when needed. Each project or activity funded by the Richland County Community Development program falls under one of the following three objectives that relate to the statutory purposes of the program:

1. Creating a Suitable Living Environment. In general, this objective relates to activities that are designed to benefit communities, families or individuals by addressing issues in their living environment. It relates to activities that are intended to address a wide range of issues faced by LMI persons from physical problems with their environment, such as poor quality infrastructure, social issues such as crime prevention, literacy, or health services.
2. Providing Decent Housing. The activities that typically would be found under this objective are designed to cover the wide range of housing possible under CDBG. This objective focuses on housing programs where the purpose of the program is to meet individual family or community needs.
3. Creating Economic Opportunities. This objective applies to types of activities related to economic development, commercial revitalization, or job creation.

For each objective selected for a specific project, one of three outcome categories will be chosen that best reflects what is proposed to be achieved by funding the activity. The three outcome categories are:

1. Improving Availability or Accessibility. This outcome category applies to activities that make services, infrastructure, public services, housing, or shelter available or accessible to low and moderate-income persons, including those with disabilities. In this category, accessibility not only refers to physical barriers, but also to making the affordable basics of daily living available and accessible to low and moderate-income persons. Where a service or facility did not exist, the assistance provided results in new access to that service or facility. Where a service or facility was limited in size or capacity, and the assistance expanded the existing service or facility, the result would be improved access.
2. Improving Affordability. This outcome category applies to activities that provide affordability in a variety of ways in the lives of low and moderate-income people. It can include creating or maintaining affordable housing, basic infrastructure hookups, or services such as transportation or daycare.

3. Improving Sustainability. This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

The three overarching objectives are matched with the three outcome categories, resulting in nine (9) groups of **outcome/objective statements** under which to report the activity or project data to document the results of the activities or projects. The **outcome/objective statements** will be reviewed and assigned to each proposed activity, project and program for Program Year 2010 to comply with the requirements of the performance measurement standards (Table 10-5).

**Table 10-5. HUD Performance Measurement Outcome Framework**

	<b>Outcome 1: Availability or Accessibility</b>	<b>Outcome 2: Affordability</b>	<b>Outcome 3: Sustainability</b>
<b>Objective 1: Suitable Living Environment</b>	Enhance suitable living environment through improved accessibility <b>SL-1</b>	Enhance suitable living environment through improved or new affordability <b>SL-2</b>	Enhance suitable living environment through improved or new sustainability <b>SL-3</b>
<b>Objective 2: Decent Housing</b>	Create decent housing with improved or new availability <b>DH-1</b>	Create decent housing with improved or new affordability <b>DH-2</b>	Create decent Housing with improved or new sustainability <b>DH-3</b>
<b>Objective 3: Economic Opportunities</b>	Provide economic opportunity through improved or new accessibility <b>EO-1</b>	Provide economic opportunity through improved or new affordability <b>EO-2</b>	Provide economic opportunity through improved or new sustainability <b>EO-3</b>

## VI. Description of Proposed Projects

Richland County plans to undertake 13 major projects, including planning and administration of the CDBG and HOME programs, during Program Year 2010. Tables 10-6 through 10-18 (HUD Table 3C) describe each major project, including project description, location, funding type and amount, performance indicators, project start and completion dates, as well as all required HUD citations and objectives.

**Table 10-6. Project 1 – Lower Richland Wastewater Treatment Plant Project  
Consolidated Plan Listing of Projects (HUD Table 3C)**

**Jurisdiction's Name**    Richland County Community Development Department

**Priority Need**

CP Priority Need 2: Provide for adequate and safe public facilities and infrastructure.

**Project Title**

Lower Richland Wastewater Treatment Plant - Phase II

**Description**

The project will provide wastewater treatment facilities for the Lower Richland area where the existing treatment plant has failed. There are approximately 200 homes in the project area. The project is located in County Council District 10, south of Highway 378 and East of Highway 601 in the southeastern edge of Richland County. It is in census tract 120.00, block group 3, a block group within which 80% of the residents are low and moderate income.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity

**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

A rural community that is located near the intersection of Wateree Station Rd. and McCords Ferry Rd. in the southeastern corner of Richland County.

Specific Objective Number SL-1	Project ID 2010-01
HUD Matrix Code 03J	CDBG Citation 570.201(c)
Type of Recipient Local Government	CDBG National Objective LMI Area (LMA)
Start Date 10/01/2010	Completion Date 9/30/2011
Performance Indicator Wastewater Treatment for 200 homes	Annual Units n/a
Local ID n/a	Units Upon Completion Wastewater Treatment for 200 homes

<b>Funding Sources</b>	
CDBG	\$1,000,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
<b>Total</b>	<b>\$1,000,000</b>

The primary purpose of the project is to help:     the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

*Richland County, South Carolina*



**Table 10-7. Project 2 – Capital Improvement Project - Midlands Housing Alliance  
Consolidated Plan Listing of Projects (HUD Table 3C)**

**Jurisdiction's Name**    Richland County Community Development Department

**Priority Need**

CP Priority Need 1: Improve the quality and availability of decent, safe, and affordable housing.

**Project Title**

**Capital Improvement Project - Midlands Housing Alliance**

**Description**

This project will provide a homeless transition center to move people from homelessness to permanent housing. Up to 214 beds will be supplied for assistance in the areas of Emergency, Respite, Program Entry, and Transitional. The program will also provide a day center for up to 150 people to engaged chronically homeless persons while providing basic needs such as food, showers and laundry. The project is a multi-regional effort and will receive funding support from other municipalities and local governments.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity

**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

Near the intersection of Elmwood Ave. and Main Street, within downtown area..

Specific Objective Number SL1	Project ID 2010-02
HUD Matrix Code 03C	CDBG Citation 570.201(e)
Type of Recipient Local Government	CDBG National Objective LMI Limited Clientele (LMC)
Start Date 10/01/2009	Completion Date 9/30/2011
Performance Indicator Facility completed	Annual Units 1 Homeless Center
Local ID n/a	Units Upon Completion 1 Homeless Center

<b>Funding Sources:</b>	
CDBG	\$206,668
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	\$ 43,332
Assisted Housing	
PHA	
Other Funding	
<b>Total</b>	<b>\$250,000</b>

The primary purpose of the project is to help:  the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

**Table 10-8. Project 3 – Decker Blvd. S&B Designation Projects  
Consolidated Plan Listing of Projects (HUD Table 3C)**

**Jurisdiction's Name**    Richland County Community Development Department

**Priority Need**

CP Priority Need 6: Provide planning activities and studies to determine needs, establish priorities and develop implementation strategies to meet the needs of LMI areas and residents

**Project Title**

**Decker Blvd. S&B Designation Projects**

**Description**

The project will provide assistance in the elimination of slum and blighting influences within a Richland County Master Planned area, Decker Blvd./Woodfield Park. Projects may include acquisition, redevelopment, and/or facade improvement.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity

**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

A north east corridor road that is located between Two Notch Rd. and Percival Rd., south of I-20.

Specific Objective Number SBA	Project ID 2010-03	<b>Funding Sources:</b> CDBG ESG HOME HOPWA	
HUD Matrix Code 18A	CDBG Citation 570.201(d)	Total Formula Prior Year Funds	\$300,000
Type of Recipient Local Government	CDBG National Objective LMI Area (LMA)	Assisted Housing PHA	
Start Date 10/01/2010	Completion Date 9/30/2011	Other Funding Total	\$300,000
Performance Indicator Parcels redeveloped/Business facades assisted	Annual Units 6 Businesses assisted.		

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 10-9. Project 4 – Administration – not to exceed 20%  
Consolidated Plan Listing of Projects (HUD Table 3C)**

**Jurisdiction's Name**    Richland County Community Development Department

**Priority Need**

CP Priority Need 6: Provide planning activities and studies to determine needs, establish priorities and develop implementation strategies to meet the needs of LMI areas and residents

CP Priority Need 7: Work with community partners, neighborhood associations and neighboring local governments to collaborate and coordinate community development activities.

**Project Title**

General Administration

**Description**

General Administration – not to exceed 20%. Cost associated with the operational needs to complete programs and projects.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity

**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

Unincorporated areas and neighborhoods in Richland County

Specific Objective Number n/a	Project ID 2010-4
HUD Matrix Code 21A	CDBG Citation 570.206
Type of Recipient Local Government	CDBG National Objective n/a
Start Date 10/01/2010	Completion Date 9/30/2011
Performance Indicator n/a	Annual Units n/a
Local ID n/a	Units Upon Completion n/a

<b>Funding Sources:</b>	
CDBG	\$301,665
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
<b>Total</b>	<b>\$301,665</b>

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 10-10. Project 5 – Emergency Repair Program (ER)  
Consolidated Plan Listing of Projects (HUD Table 3C)**

**Jurisdiction's Name**    Richland County Community Development Department

**Priority Need**    Owner-Occupied Housing  
CP Priority Need 1: Improve the quality and availability of decent, safe, and affordable housing

**Project Title**  
Emergency Repair Program

**Description**  
The Emergency Repair Program will provide financial and technical assistance to low income homeowners in need of emergency housing repairs. Assistance will be provided to LMI homeowners located in the unincorporated areas of Richland County. The program proposes to assist 10 - 13 eligible homeowners in the 2010 Program Year.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity

**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**  
LMI areas and neighborhoods within the unincorporated areas of Richland County.

Specific Objective Number DH-3	Project ID 2010-05
HUD Matrix Code 14A	CDBG Citation 570.202
Type of Recipient Local Government	CDBG National Objective LMI Housing (LMH)
Start Date 10/01/2010	Completion Date 9/30/2011
Performance Indicator Homes repaired	Annual Units 10 -13 homes
Local ID n/a	Units Upon Completion 10 -13 homes

**Funding Sources:**

CDBG	\$100,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
<b>Total</b>	<b>\$100,000</b>

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

Richland County, South Carolina

**Table 10-11. Project 6 – HMIS Grant Administration Match Program  
Consolidated Plan Listing of Projects (HUD Table 3C)**

**Jurisdiction's Name**    Richland County Community Development Department

**Priority Need**

CP Priority Need 4: Provide for and support programs and services for the homeless.

**Project Title**

**HMIS Grant Administration Match Program**

**Description**

In Program Year 2007, Richland County became the grantee for three (3) regional Homeless Management Information System (HMIS) grants, through funding provided by the HUD Supportive Housing Program (SHP). HUD requires a local match of 25% for SHP grants, which Richland County intends to provide through CDBG funding in the amount of \$29,291. An estimated 2,650 homeless individuals and 2,500 homeless families are provided services annually through the HMIS for the MACH Region.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity

**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

The 14-County Midlands Area Consortium for the Homeless (MACH) region

Specific Objective Number DH-1	Project ID 2010-6
HUD Matrix Code 05	CDBG Citation 570.201(e)
Type of Recipient Local Government	CDBG National Objective LMI Area (LMA)
Start Date 10/01/2010	Completion Date 9/30/2011
Performance Indicator Homeless persons assisted	Annual Units 2650 persons
Local ID n/a	Units Upon Completion 2650 persons

**Funding Sources:**

CDBG	\$29,291
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$29,291

The primary purpose of the project is to help:  the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

Richland County, South Carolina

**Table 10-12. Project 7 – Ridgewood Neighborhood Revitalization Program  
Consolidated Plan Listing of Projects (HUD Table 3C)**

**Jurisdiction's Name**    Richland County Community Development Department

**Priority Need**    Neighborhood Revitalization  
CP Priority Need 3: Revitalize LMI neighborhoods

**Project Title**  
Neighborhood Revitalization Program –Monticello Road Streetscape Plan and Project Management

**Description**  
The Ridgewood neighborhood is in its 6<sup>th</sup> year of revitalization. This predominately African-American neighborhood is in Census Tract 106, block group 4 – a block group of which 68% of the residents are LMI. CDBG funds were used FY 2008/09 for streetscape design along the Monticello Road commercial corridor which runs through the center of the neighborhood. CDBG funding from 2009/2010 were used to begin streetscape construction. CDBG funding from 2010/2011 will be used to complete the streetscape construction. The project is estimated to cost \$552,000. The project plan consists of additional retainage walls to allow for safe passage along existing sidewalks, traffic calming, installing a pocket park with bus stop shelters, clean-up, and landscaping.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity

**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**  
The Ridgewood Neighborhood is located off of Monticello Road in the northwest area of Richland County.

Specific Objective Number SL-3	Project ID 2010-7
HUD Matrix Code 03K	CDBG Citation 570.201(e)
Type of Recipient Local Government	CDBG National Objective LMI Area (LMA)
Start Date 10/01/2009	Completion Date 9/30/2011
Performance Indicator New commercial corridor	Annual Units n/a
Local ID n/a	Units Upon Completion n/a

<b>Funding Sources:</b>	
CDBG	\$302,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$302,000

The primary purpose of the project is to help:     the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

**Table 10-13. Project 8 – Contingency (for unforeseen eligible costs,  
less than 10% of grant amount)  
Consolidated Plan Listing of Projects (HUD Table 3C)**

**Jurisdiction's Name**    Richland County Community Development Department

**Priority Need**

CP Priority Need: Will be used for unforeseen eligible costs that meet any priority need as outlined in the 2007-2011 Consolidated Plan and subsequent Annual Action Plans.

**Project Title**

Contingency

**Description**

Contingency (for unforeseen eligible costs, less than 10% of grant amount).

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity

**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

The unincorporated areas and neighborhoods of Richland County

Specific Objective Number SL-3	Project ID 2010-8
HUD Matrix Code 22	CDBG Citation n.a.
Type of Recipient Local Government	CDBG National Objective n/a
Start Date 10/01/2010	Completion Date 9/30/2011
Performance Indicator n/a	Annual Units n/a
Local ID n/a	Units Upon Completion n/a

<b>Funding Sources:</b>	
CDBG	\$20,000
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
Total	\$20,000

The primary purpose of the project is to help:     the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

**Table 10-14. Project 9 – Marketing of Programs  
Consolidated Plan Listing of Projects (HUD Table 3C)**

**Jurisdiction's Name**    Richland County Community Development Department

**Priority Need**

**CP Priority Needs 6:** Provide planning activities and studies to determine needs, establish priorities and develop implementation strategies to meet the needs of LMI areas and residents.

**CP Priority Needs 7:** Strengthen partnerships with community based organizations, neighborhood associations and neighboring local governments to further the County's capacity to serve as well as collaborate and coordinate community development activities.

**Project Title**

Marketing/Outreach/Education

**Description**

Educational and outreach workshops, foreclosure prevention, fair housing to include new analysis of impediments (AI), advertising, etc. These methods will assist citizens with homeownership assistance (foreclosure prevention), create an updated AI (fair housing), career seminar/fair, and other homeowner (pre & post) workshop.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity

**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

LMI areas and neighborhoods within the unincorporated areas of Richland County.

Objective Number DH-1/DH-2	Project ID 2010-9
HUD Matrix Code 05J, 05R, 05	CDBG Citation 570.201(e), 570.204, 570.201(e)
Type of Recipient Local Government	CDBG National Objective LMA/LMC
Start Date 10/01/2010	Completion Date 9/30/2011
Performance Indicator 3 workshops/1 plan	Annual Units 3 workshops/1 plan
Local ID n/a	Units Upon Completion n/a

<b>Funding Sources:</b>	
CDBG	\$5,377
ESG	
HOME	
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
<b>Total</b>	<b>\$5,377</b>

The primary purpose of the project is to help:     the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs



**Table 10-15. Project 10 – HOME Housing Rehabilitation Program (HR)  
Consolidated Plan Listing of Projects (HUD Table 3C)**

**Jurisdiction's Name**    Richland County Community Development Department

**Priority Need**    Owner-Occupied Housing  
CP Priority Need 1: Improve the quality and availability of decent, safe, and affordable housing.

**Project Title**  
Housing Rehabilitation Program (HR)

**Description**  
Richland County continues to process requests for housing rehabilitation assistance for low-income homeowners living in the unincorporated areas of the County. In addition to the HOME funds that will be provided through the County's *Neighborhood Revitalization Program* for home rehabilitation/reconstruction, HOME funds and Program Income will also be used to fund the Housing Rehabilitation Program for owner-occupied housing units. The Housing Rehabilitation program proposes to assist 16-20 homes in Program Year 2010. The County also continues to seek ways to leverage housing rehabilitation funds through partnerships with organizations including nonprofits and the SC State Housing Trust Fund to provide assistance to persons in need.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity

**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**  
The unincorporated areas and neighborhoods of Richland County

Specific Objective Number DH-3	Project ID 2010-10
HUD Matrix Code 14A	CDBG Citation 570.202
Type of Recipient Local Government	CDBG National Objective LMI Housing (LMH)
Start Date 10/01/2010	Completion Date 9/30/2011
Performance Indicator Houses Rehabilitated	Annual Units 16-20 houses
Local ID n/a	Units Upon Completion 16-20 houses

<b>Funding Sources:</b>	
CDBG	
ESG	
HOME	\$300,000
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
PHA	
Other Funding	
<b>Total</b>	<b>\$300,000</b>

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 10-16. Project 11 – Down payment Assistance Program (RCHAP)  
Consolidated Plan Listing of Projects (HUD Table 3C)**

**Jurisdiction's Name**    Richland County Community Development Department

**Priority Need**

CP Priority Need 1: Improve the quality and availability of decent, safe, and affordable housing.

**Project Title**

Richland County Homeownership Assistance Program (RCHAP)

**Description**

The County will fund RCHAP (Downpayment Assistance or DPA) with the newly allocated HOME funds. The program will provide down payment and/or closing costs, financial education, and counseling to potential first-time homebuyers who meet the LMI family income limits established by HUD for Richland County. Potential buyers will be encouraged to consider purchasing homes in neighborhoods targeted through the *Neighborhood Revitalization Program*, but will also allow potential homebuyers to purchase elsewhere in the unincorporated areas of the County. In the 2010 Program Year, the County will use \$160,000 from HOME funds to fund RCHAP. The program will enable a projected up to 30 LMI families to benefit from DPA this year.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity  
**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

Targeted neighborhoods and the unincorporated areas of Richland County

Specific Objective Number DH-2	Project ID 2010-11
HUD Matrix Code 13	CDBG Citation 570.201(n)
Type of Recipient Local Government	CDBG National Objective LMI Housing (LMH)
Start Date 10/01/2010	Completion Date 9/30/2011
Performance Indicator DPA/new owner occupants	Annual Units Up to 30
Local ID n/a	Units Upon Completion Up to 30

**Funding Sources:**

CDBG	.....
ESG	.....
HOME	\$160,000
HOPWA	.....
Total Formula	.....
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
Total	\$160,000

The primary purpose of the project is to help:  the Homeless  Persons with HIV/AIDS  Persons with Disabilities  Public Housing Needs

**Table 10-17. Project 12 – CHDO Set Aside (exceeds 15% minimum) and Operating Funds  
Consolidated Plan Listing of Projects (HUD Table 3C)**

**Jurisdiction's Name**    Richland County Community Development Department

**Priority Need**

CP Priority Need 3: Revitalize LMI neighborhoods

**Project Title**

CHDO Set Aside (exceeds 15% minimum) and Operating Funds (\$102,822 plus \$10,000)

**Description**

A minimum of 15% of the County's HOME funds are required to be awarded to organization which are designated by Richland County as a County Community Housing Development Organization (CHDO). The funding must be used by designated CHDOs for eligible housing development activities, including construction, acquisition, and rehabilitation of housing and down payment assistance. Richland County will also use \$10,000 for CHDO Operating Funds.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity

**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

The unincorporated areas of Richland County

Specific Objective Number DH-1/DH-2	Project ID 2010-12
HUD Matrix Code 12/14A/14B	CDBG Citation 570.201(m)/570.202
Type of Recipient Local Government	CDBG National Objective LMI Housing (LMH)
Start Date 10/01/2010	Completion Date 9/30/2011
Performance Indicator Increase number of affordable houses	Annual Units 2 or more
Local ID n/a	Units Upon Completion 2 or more

**Funding Sources:**

CDBG	_____
ESG	_____
HOME	\$112,822
HOPWA	_____
Total Formula	_____
Prior Year Funds	_____
Assisted Housing	_____
PHA	_____
Other Funding	_____
<b>Total</b>	<b>\$112,822</b>

The primary purpose of the project is to help:     the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

**Table 10-18. Project 13 – Administration (not to exceed 10%)  
Consolidated Plan Listing of Projects (HUD Table 3C)**

**Jurisdiction's Name**    Richland County Community Development Department

**Priority Need**

CP Priority Need 6: Provide planning activities and studies to determine needs, establish priorities, and develop implementation strategies to meet the needs of LMI areas and residents.

**Project Title**

Administration (not to exceed 10%)

**Description**

Administration and planning activities for the Richland County HOME Program comprise no more than 10% of HOME funds for Program Year 2010. Any anticipated program income may also be designated for such use. Richland County's proposed HOME administrative costs include funding for FT & PT to include the Housing Manager.

**Objective category:**     Suitable Living Environment     Decent Housing     Economic Opportunity

**Outcome category:**     Availability/Accessibility     Affordability     Sustainability

**Location/Target Area:**

The unincorporated areas of Richland County

Specific Objective Number DH-1/DH-2	Project ID 2010-13
HUD Matrix Code 21H	CDBG Citation n/a
Type of Recipient Local Government	CDBG National Objective n/a
Start Date 10/01/2010	Completion Date 9/30/2011
Performance Indicator n/a	Annual Units n/a
Local ID n/a	Units Upon Completion n/a

<b>Funding Sources:</b>	
CDBG	
ESG	
HOME	\$63,647
HOPWA	
Total Formula	
Prior Year Funds	
Assisted Housing	
Other	
Other	
<b>Total</b>	<b>\$63,647</b>

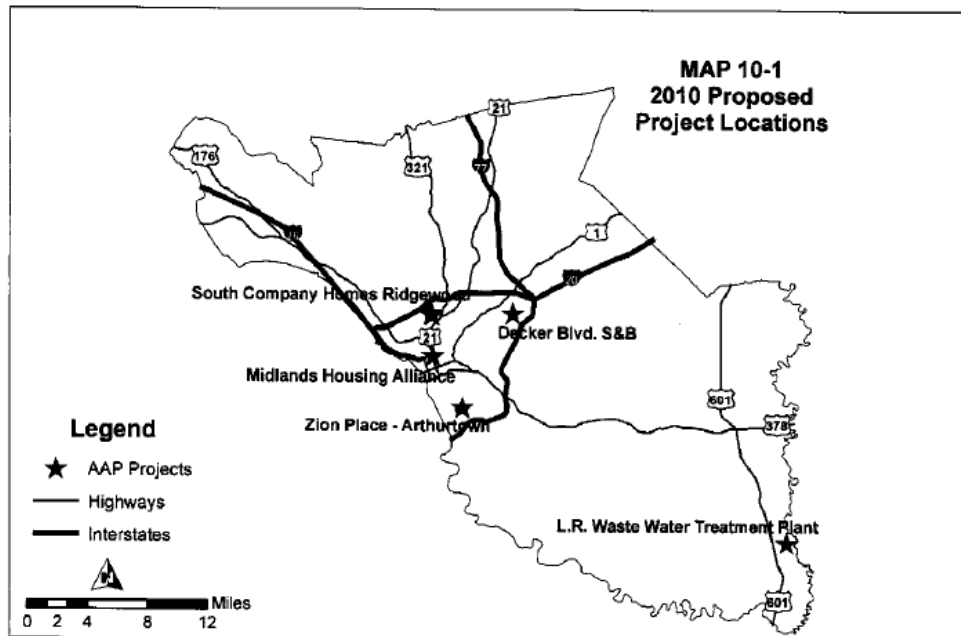
The primary purpose of the project is to help:     the Homeless     Persons with HIV/AIDS     Persons with Disabilities     Public Housing Needs

## VII. Geographic Distribution

While the FY 10-11 CDBG and HOME funds will benefit over 70% low to moderate income persons, the Ridgewood Revitalization will have approximately 14% of the funds dedicated to this target area. One project, Decker Blvd. S&B Designation will use up to 30% of the FY 10-11 CDBG funds to address blighting influences with an area that is deteriorating. Richland County's CDBG and HOME programs continue to target assistance for projects that benefit low and moderate income persons and LMI communities in the unincorporated areas of the County. One of these CDBG projects is the Lower Richland Waste Water Treatment project that is located in the southwest part of the County. Neighborhood revitalization efforts will continue in the Ridgewood Neighborhood located in the northwestern area of Richland County off of Monticello Road and includes areas of minority concentration.

Map 10-1 illustrates the location of current and proposed HOME and CDBG projects for the 2010 Program Year.

**Map 10-1. 2010 Proposed Project Locations**



Richland County, South Carolina  
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## **VIII. Homeless and Other Special Needs Activities**

Richland County continues to participate in the efforts of local, regional and statewide organizations addressing homelessness and special needs activities. This cooperative and collaborative approach reduces redundancies in service provision and mobilizes resources, enabling more efficient and effective delivery of services and resources. Richland County is a representative on the Midlands Area Consortium for the Homeless (MACH) and maintains a working relationship with the Low Income Housing Coalition. The MACH addresses the concerns of the continuum of care, which involves emergency shelter, transitional housing and programs to assist in the areas of permanent housing and independent living.

Richland County continues to administer the MACH Region's HMIS grants, funded through HUD's Supportive Housing Program (SHP). HMIS is a computerized database designed to collect client-level information on the characteristics, service needs and gaps of adults and children experiencing homelessness. The HMIS grants provide funding for user licenses, systems support, computers, and internet access, as well as a System Administrator, Program Director, and other required staff. HUD requires a local match of 25% for the Supportive Housing Program grants, which Richland County intends to provide through CDBG funding.

Richland County continues to work with the United Way of the Midlands to form a Columbia Midlands Housing Trust Fund Program for the homeless and low and moderate income populations. Through these efforts, Richland County will assist the Committee to close the gap on affordable housing and other needs to end chronic homelessness in the Midlands. This effort will also provide gap financing and incentives to nonprofits and developers to create affordable housing for low and moderate income populations.

Richland County continues to work with United Way and the Midlands Housing Alliance concerning the plans for the transition center for the homeless. Richland County has pledged \$250,000 towards the construction of this facility. The center will be located on the corner of Main Street and Elmwood Avenue. This is a coordinated effort – Richland along with Lexington County, City of Columbia, and West Columbia Governments are contributing financial support at this time. In addition, FY2009 CoC Homeless Competition will provide \$838,073 in SHPO supportive Housing program funds. When completed in 2011, the center will serve up to 150 day center participants in addition to up to 214 emergency respite, program entry and transitional housing units.

Richland County is represented on the MACH grant committee.

## **IX. Other Actions**

### **A. Obstacles to Meeting Underserved Needs**

The following sections of the *2007-2011 Consolidated Plan* provide a basis for identifying underserved needs and the obstacles to meeting these needs in Richland County:

- Community Profile
- Housing Market Analysis
- Housing Needs Assessment
- Homeless Needs Assessment
- Non-Housing Community Development

The Strategic Plan and the proposed activities and projects to be undertaken as described in the Annual Action Plan are intended to help overcome these obstacles to the extent possible with available resources.

### **B. Foster and Maintain Affordable Housing**

Richland County will strive to address the needs for affordable housing as identified in the Five-Year Consolidated Plan. The strategies and objectives for addressing these needs are identified in the Strategic Plan and addressed in the programs and activities proposed by this 2010 Annual Action Plan. In addition, the Community Development Director is a member of the South Carolina Housing Trust Fund Advisory committee, which addresses affordable housing trends and needs.

### **C. Remove Barriers to Fair and Affordable Housing**

In considering the barriers to affordable housing, it is clear that a number of factors impact the availability of affordable housing including the availability and price of land, availability of financing, poor credit issues, lack of capital for down payment and closing costs, and the rules, regulations and fees governing development and construction. While the private sector seeks to fill the demand for housing in terms of type, size and value, the public sector impacts the process through policies including development regulations, zoning, building code enforcement, provision of infrastructure, and through the fees charged to implement these policies. Through ongoing analysis and review of these factors and other related issues described in the Plan, Richland County will seek to remove any barriers to promote increased housing opportunities for low and moderate-income persons and households.

Richland County is committed to affirmatively furthering fair housing choice. The *2004 Richland County Analysis of Impediments to Fair Housing* serves as a guide to plan a course of action designed to remedy existing conditions that impede equal access to affordable housing. As detailed in the Consolidated Plan, the Analysis identified

multiple, often interrelated, conditions, actions and policies that affect housing choice. These impediments and barriers, believed to hinder access in Richland County, are the focus of our planning efforts. Since 2004 actions have been taken to address the 11 impediments identified in the analysis. The impediments were:

Impediment #1 Lack of accessible housing to meet the need of the growing number of disabled persons in Richland County.

Impediment #2: Lack of Fair Housing Policy

Impediment #3 Lack of building inspection/code enforcement officers to deal with issues of HUD Standards of decent, safe and affordable housing

Impediment #4 Lack of advertisement and education for landlord/tenant resources.

Impediment #5 Education on Fair Housing Law and the Rights Granted.

Impediment #6 Need for more public transportation routes and times in the County

Impediment #7 Predatory Lending Practice

Impediment #8 Disparity in Lending Practices

Impediment #9 A failure on the part of the mortgage lenders to offer products and services to very low-income and minority census tracts, exhibiting similar characteristics to those associated with traditional redlining.

Impediment #10 Financial Literacy Education

Impediment #11 Lack of Income

Although certain circumstances influence where attention is given year after year, we stand committed to take action and implement strategies that will help to overcome identified barriers. Those actions and activities include but are not limited to a designated Community Development staff member responsible for keeping Richland County in compliance with Federal regulations pertaining to Title VIII of the Civil Rights Act of 1968; Section 504 of the Rehabilitation Act of 1973 and Section 3 of the Housing and Urban Development Act of 1968; staff participation in training opportunities, sharing information within county government, at public meetings and events; the distribution of Fair Housing educational materials and literature at all County sponsored events and from all County buildings with public access; annual Proclamation during Fair Housing Month and adoption of a Fair Housing theme; the weekly television and radio broadcasts: Richland Revealed and Richland Radio are occasionally formats used to inform residents on Fair Housing issues; participation in the Community Relations Council's housing clinics; support of CMRTA; continued economic recruitment; and tax relief efforts are also avenues taken.

During 2010/2011 we will reexamine the 2004 Analysis of Impediments to Fair Housing and the 11 barriers it identified. The County's progress will be evaluated to determine if our efforts have positively impacted or eradicated impediments identified in 2004. To complete this task we will solicit proposals from consulting firms to produce a 2010 Fair Housing Plan to include 5 documents in relation to affirmatively furthering fair housing: 1) Analysis of Impediments (AI) to fair housing choice and Housing Needs Assessment; 2) Limited English Proficiency (LEP) Plan; 3) Affirmative Fair Housing Marketing Plan (AFHMP), 4) Section 504 Plan and 5) a Section 3 Plan.



#### **D. Lead-Based Paint Hazards**

Richland County has established full compliance with all applicable lead-based paint regulations through incorporation of these regulations into its housing policies and procedures manual. Since August 2002, all housing units provided CDBG or HOME assistance by Richland County must comply with *Title X of the 1992 Housing and Community Development Act (24 CFR Part 35)*. The intent of the Federal regulation is to identify and address lead-based paint hazards before children are exposed. In compliance with the regulation, Richland County requires evaluation for lead-based paint hazards of all housing units constructed before 1978 that are slated for repairs which may disturb any painted surfaces. If lead paint hazards are found during an evaluation, they are addressed through HUD approved interim control or abatement protocol. The County also distributes and maintains documentation of all required information for homes built before 1978, including the EPA *Lead-based Pamphlet, Notification of Lead Hazard Evaluation, and Notification of Lead Hazard Reduction*, and distributes lead-based paint information at all County sponsored events.

#### **E. Anti-Poverty Strategy**

As the lead agency in the implementation of the Consolidated Plan, Richland County will coordinate efforts among its partner organizations to help meet the goals outlined in this Annual Action Plan. Community partners in this effort include neighborhood associations, residents, faith-based organizations, businesses, health and human services agencies, private developers, lenders and non-profit service providers.

To further address the alleviation of poverty, the County will continue its economic development efforts and its partnership with the Central South Carolina Alliance to recruit new businesses and industries to Richland County, as well as retain existing businesses and industries and encourage their expansion. Because the creation of economic opportunities is not an isolated solution to alleviating poverty, the County will also work with community partners to identify educational, life skills and training needs and provide opportunities for self-empowerment that will enable LMI residents to become and continue to be self-sufficient and economically independent.

#### **F. Institutional Structure and Coordination of Resources**

Richland County works closely with many community partners, federal and state agencies, non-profit organizations, for-profit organizations and neighboring jurisdictions in the formulation and implementation of its Consolidated Plan. These partnerships strengthen the planning process and ensure successful implementation of the Plan. Each partner in the process plays a critical role in the success of the program and brings expertise in a variety of issues and a unique perspective to the table. Communication and collaboration are key aspects of a successful institutional structure and in the successful implementation of the County's housing and community development strategies.

Richland County coordinates with Lexington County, the City of Columbia, the Columbia Housing Authority, local municipalities and neighboring jurisdictions on matters related to housing and community development. Collaboration is also ongoing with community partners including neighborhood associations, local non-profit organizations, affordable housing developers, service providers, state and federal agencies, the development community and the private sector. These relationships are key to the success of the CDBG program in Richland County and the County intends to continue and strengthen these relationships as well as develop new partnerships to ensure the success of housing and community development efforts both in the County and throughout the Midlands region. In addition, Richland County and the City continue discussions on collaborations and joint ventures. The Richland County Community Development Department meets quarterly with City of Columbia, Lexington County, Columbia Housing Authority, and United Way for roundtable discussions. The Director sits on the SC State Housing Trust Fund Advisory Committee and is the past President of the SC Community Development Association.

## **X. Public Housing**

The **Columbia Housing Authority** is an autonomous, non-profit public housing agency serving the residents of the City of Columbia and Richland County. The CHA owns and maintains more than 1,800 units of conventional public housing, which are available to families of low and moderate incomes. The Housing Authority also administers the Section 8 Rental Assistance Program for residents of Richland County, providing rental assistance to persons with low incomes who want to live in homes in the private rental market, but cannot afford market rental rates. The CHA also provides several programs aimed at helping families become financially independent and become homeowners. Since becoming an Entitlement Community, Richland County has worked with the Columbia Housing Authority to strengthen their relationship, to better utilize programs and resources by avoiding duplication, and appropriately target housing to County residents in need. In addition we partner with the Columbia Housing Authority by using their Housing Counseling Program to ensure that families receiving our RCHAP funds are fully aware of the responsibilities of home ownership. This program includes 3 classes which include budget and credit, home buying, and home and yard maintenance. We also conduct outreach to residents of public housing by providing information to the CHA and by participating in housing clinics with the Greater Columbia Community Relations Council and other neighborhood and housing agency providers. Finally Richland County will use CDBG funds to assist CHA (section 3 residents) by providing economic development programs to individuals residing in public housing, receiving Section 8 assistance, and for Housing First (chronic homeless) participants.

## **XI. Monitoring and Compliance**

Richland County ensures that all housing projects meet the Housing Quality Standards (HQS) and other local housing codes by staff and paid consultant inspections. Richland County recognizes the importance of maintaining appropriate performance

measurements of its CDBG and HOME projects and programs. Community Development staff provide management for the CDBG and HOME programs and continuously monitor activities and projects. The staff has developed guidelines and processes that include performance measurements to ensure that Richland County meets all federal requirements and remains in compliance. Using the HUD monitoring checklist as a guide, Richland County will periodically evaluate staff performance and program performance against the current Consolidated Plan.

Richland County has financial and programmatic processes in place to ensure that contractors and sub-recipients are in compliance, and that activities and procedures can be tracked accordingly. This includes contract provisions that ensure affirmatively marking for fair housing, and procurement procedures to ensure minority participation. The County will monitor HOME assisted projects completed by a sub-recipient or contractor on an annual basis and will prepare a report that will be filed for future reference. The County will also ensure compliance with program requirements, including the timely expenditure of federal funds. A higher emphasis will be made to produce a healthy mix of smaller, quicker expenditures with larger more impactful projects.

## **XII. Anti-Displacement Plan**

It is the policy of Richland County to make all reasonable efforts to ensure that activities undertaken with CDBG and HOME Program funds will not cause unnecessary displacement. The County will continue to administer the CDBG and HOME Programs in such a manner that careful consideration is given during the planning phase to avoid displacement. Displacement of any nature shall be reserved as a last resort action necessitated only when no other alternative is available and when the activity is determined necessary in order to carry out a specific goal or objective that is of benefit to the public.

If a displacement is precipitated by activities that require the acquisition (either in whole or in part) or rehabilitation of real property directly by Richland County or its agent, all appropriate benefits as required by the *Uniform Relocation Assistance and Real Property Acquisition Policies' Act* of 1970 and amendments – the "Uniform Act" or the Residential Anti-displacement and Relocation Assistance Plan under Section 104 (d) – shall be provided to the displaced person or persons. Information about these programs is provided to all persons who may potentially be displaced in the form of informational brochures and explained in detail by the County's Community Development staff.

Richland County will replace all low and moderate-income dwelling units that are occupied or vacant ***but suitable for occupancy*** and that are demolished or converted to a use other than as low and moderate-income housing in connection with an activity assisted with funds provided under the *Housing and Community Development Act of 1974*, as amended, as described in 24 CFR 570.606(c)(1). All replacement housing will be provided within four years after the commencement of the demolition or conversion. Before entering into a contract committing the County to provide funds for an activity that will directly result in demolition or conversion, the County will make a public notice in a local newspaper and submit to HUD the following information in writing:

- A description of the proposed assisted activity.
- The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low or moderate-income dwelling units as a direct result of the assisted activities.
- A time schedule for the commencement and completion of the demolition or conversion.
- To the extent known, the location on a map and the number of dwelling units by size that will be provided as replacement dwelling units.
- The source of funding and a time schedule for the provision of the replacement dwelling units.
- The basis for concluding that each replacement dwelling unit will remain a low or moderate-income dwelling unit for at least 10 years from the date of initial occupancy.
- Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (for example, a two-bedroom unit with two one-bedroom units), is consistent with the housing needs of lower-income households in the County.

If such data are not available for last four items at the time of the general submission, the County will identify the general location on an area map and the approximate number of dwelling units by size and provide information identifying the specific location and number of dwelling units by size as soon as it is available.

The Richland County Community Development Department is responsible for tracking the replacement of housing and ensuring that it is provided within the required period. The Department is also responsible for ensuring that relocation assistance, as described in 570.606(c)(2), is provided to any lower-income person displaced by the demolition of any dwelling unit or the conversion of a low or moderate-income dwelling unit to another use in connection with an assisted activity.

Consistent with the goals and objectives of activities assisted under the Act, the County will take the following steps to minimize the displacement of persons from their homes:

- Coordinate code enforcement with rehabilitation and housing assistance programs.

- Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent their placing undue financial burden on long-established owners.
- Assist as needed homeowners to locate temporary housing to house persons who must be temporarily relocated during rehabilitation.
- Adopt public policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.

### **XIII. Definition of Income**

The County has adopted the IRS definition of adjusted gross income for purposes of determining eligibility to participate in all CDBG and/or HOME programs (except for the HOME funded RCHAP), as well as determining area-wide benefit under the CDBG program. The Richland County Housing Assistance Program (RCHAP) uses the Section 8 definition of annual income. The County has developed policies and procedures to ensure that these definitions are implemented consistently and accurately.



**ATTENTION  
Public Hearing Notice**

**Richland County Wants Your Input**

The 2010-2011 Richland County Annual Action Plan will list the needs for Richland County's communities in the areas of housing, public and social services jobs and other non-housing needs. Citizens, non-profits and other community partners are invited to attend a public hearing on Thursday, July 29th at 5:30 PM. The plan is submitted annually to the US Department of Housing & Urban Development (HUD). During the public hearing, the following information will be disseminated: Estimated amount of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds available; range of activities to be undertaken to include previously received stimulus funds balances; estimated program income and the proposed amount of these funds to be used to benefit low and moderate income persons. These funds primarily benefit low and moderate income persons and the unincorporated areas of Richland County. Please assist by giving your input.

Your opportunity to provide public comment is:

**Thursday, July 29<sup>th</sup>, 2010 @ 5:30 PM**  
Richland County Administration Building  
4<sup>th</sup> Floor Conference Room  
2020 Hampton Street

**Comments may be mailed, faxed or emailed to:**

Richland County Government  
Community Development Department  
2020 Hampton Street  
Suite 3063  
PO Box 192  
Columbia, SC 29202  
[jacksonv@rcgov.us](mailto:jacksonv@rcgov.us)  
(803) 576-2230 (w)  
(803) 576-2052 (f)

Please contact Valeria Jackson at 576-2230  
Richland County Community Development Department  
for additional information or questions

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Here are legal ads published in The State newspaper during the past 7 days.  
Today is Jul. 20, 2010

- Published 07/18** BID The City of Columbia is requesting Bids from qualified general contractors for the following project: PROJECT #SS695402 INTERCEPTOR REPLACEMENT ALONG CRANE CREEK FROM BRICKYARD RD TO MONTICELLO RD BID OPENING: August 5, 2010, 2:00 P.M. THE PROVISIONS OF THE MENTOR PROT/G/ PROGRAM APPLY TO THE BIDDING OF THIS PROJECT Complete Bid Information can be picked up from: The City of Columbia - Utilities and Engineering Department 1136 Washington Street 7th Floor, Room 723 Columbia, SC 29201 Or by logging on to www.columbiasc.net or by calling (803) 545-3252 between the hours of 8:30 a.m. - 5:00 p.m. 11899
- Published 07/18** BID The City of Columbia is requesting Bids from qualified general contractors for the following project: PROJECT #WM3954 12" EXTENSION ALONG SPARKLEBERRY LANE BID OPENING: AUGUST 5, 2010 2:00 P.M. THE PROVISIONS OF THE MENTOR PROT/G/ PROGRAM APPLY TO THE BIDDING OF THIS PROJECT Complete Bid Information can be picked up from: The City of Columbia - Utilities and Engineering Department 1136 Washington Street 7th Floor, Room 723 Columbia, SC 29201 Or by logging on to www.columbiasc.net or by calling (803) 545-3252 between the hours of 8:30 a.m. - 5:00 p.m. 11903
- Published 07/18** Request For Proposals Vending Services for Columbia Metropolitan Airport The Richland-Lexington Airport District ("District") is soliciting proposals for vending services for Columbia Metropolitan Airport. The District seeks a qualified company to provide a complete snack, candy, and beverage mechanized vending program for various locations at the Airport. Proposal documents are available from the Airport's administrative office, 125A Summer Lake Dr., West Columbia, SC 29170, or by e-mail request to t.deliz@columbiaairport.com. An optional pre-proposal conference is scheduled for Tuesday, July 27, 2010 at 10:00 a.m. in the Carolina Room, located in the Terminal, 3000 Aviation Way, West Columbia, SC 29170. Proposals are due at the Airport administrative office, 125A Summer Lake Dr., West Columbia, SC 29170 no later than 2:00 p.m., Wednesday, August 4, 2010. For questions, please contact Teresa Deliz at (803) 822-7828 or by email at t.deliz@columbiaairport.com. 11932
- Published 07/18** Bids DORCHESTER COUNTY SALES TAX TRANSPORTATION AUTHORITY SOUTH CAROLINA Notice is hereby given that the Dorchester County Sales Tax Transportation Authority (D.C.S.T.T.A.) will accept bid proposals for the highway improvements herein specified until the advertised time for opening of the proposal on August 17, 2010. Bids can be mailed to Attn: Dave Lewis, 3229 West Montague Avenue, North Charleston, SC 29418. Unless otherwise advertised, the proposals will be publicly opened at the office of Davis & Floyd, Inc., Ridgeville Office, 209 Church Street, Ridgeville, South Carolina at 2:00 o'clock p.m. on the above date and read aloud. Note that Dorchester County Ordinance 10-04 concerning Dorchester County Vendor Preference will apply to this project. The Authority Chairman, or his designee, at the site of the opening of the proposals shall be the sole judge of determining the local time and the arrival of the designated time for the opening of the proposals. Description of work to be done: A general description of work is the paving of an existing dirt road within the State Highway System. Road S-18-137 (Sullivan's Landing Road) is to be improved from US Route 17A easterly for a distance of 3.10 miles. Improvement to the roadway include drainage, embankment, stone base and Triple Treatment Surface Course. This project is to be constructed under the S. C. Department of Transportation's Standard Specifications for Highway Construction, Edition of 2007. Contractors must be Pre-qualified as a Prime Contractor by the SCDOT to bid on this project. Detailed plans of the work may be seen for examination at the Office of the Davis & Floyd, Inc., 3229 West Montague Ave., North Charleston, S. C. 29419, at the Associated General Contractor's Office in Charleston, S.C., and at F.W. Dodge Company in Charleston, S.C. A complete set of plans and proposals can be obtained for \$150.00 REFUNDS WILL NOT BE MADE ON PLANS AND PROPOSALS. The Authority reserves the right to reject any or all proposals and waive any technicalities. Bids cannot be withdrawn after the opening hour commences. 11936
- Published 07/17**  ATTENTION Public Hearing Notice Richland County Wants Your Input The 2010-2011 Richland County Annual Action Plan will list the needs for Richland County's communities in the areas of housing, public and social services jobs and other non-housing needs. Citizens, non-profits and other community partners are invited to attend a public hearing on Thursday, July 29th at 5:30 PM. The plan is submitted annually to the US Department of Housing & Urban Development (HUD). During the public hearing, the following information will be disseminated: Estimated amount of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds available; range of activities to be undertaken to include previously received stimulus funds balances; estimated program income and the proposed amount of these funds to be used to benefit low and moderate income persons. These funds primarily benefit low and moderate income persons and the unincorporated areas of Richland County. Please assist by giving your input. Your opportunity to provide public comment is: Thursday, July 29th, 2010 @ 5:30 PM Richland County Administration Building 4th Floor Conference Room 2020

<http://www.thestateonline.com/legals/Legal7day.php>

7/20/2010

Item# 22

Attachment number 1  
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ANNUAL ACTION PLAN PUBLIC HEARING

JULY 29, 2010

\*\*PLEASE PRINT \* PLEASE PRINT \* PLEASE PRINT \* PLEASE PRINT \* PLEASE PRINT \* PLEASE PRINT \* PLEASE PRINT \* PLEASE PRINT\*\*

NAME	PHONE	E-MAIL ADDRESS
Jocelyn Jennings	803 576 2055	jenningsj@rcgov.us
Vivian McCaray	803 576 2044	mccrayve@rcgov.us
Abony J. Woods	803 576 2048	woods@rcgov.us
Mariane Park - Gith	803 576 2091	park-catom@rcgov.us
Frank Frierson	803 576 - 2089	friersonf@rcgov.us
Cathy McMeahan	576-2230	memahan.c@rcgov.us
V. Delinsky Jackson	576 2063	jacksonv@rcgov.us

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**Minutes of the Richland County Government  
2010 Annual Action Plan Public Hearing  
4<sup>th</sup> Floor Conference Room  
2020 Hampton St.  
Columbia, SC 29204  
July 29, 2010  
5:30 PM**

*Staff in Attendance: Valeria Jackson, Frank Frierson, Jocelyn Jennings, Ebony Woods,  
Vivian McCray, Marlene Park-Coto and Cathy McMahan.*

No one from the public attended the public hearing.

The meeting was closed at 6:00pm.

## Certifications

### I. General Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**A. Affirmatively Further Fair Housing** -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**B. Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**C. Drug Free Workplace** -- It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
  - (a) The dangers of drug abuse in the workplace;
  - (b) The grantee's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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*Richland County, South Carolina*

- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
  - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

**D. Anti-Lobbying** -- To the best of the jurisdiction's knowledge and belief:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- 3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**E. Authority of Jurisdiction** -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**F. Consistency with Plan** -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

**G. Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

  
Signature/Authorized Official

8-10-10  
Date

Assistant County Administrator  
Title

*Richland County, South Carolina*

## II. Specific CDBG Certifications

The Entitlement Community certifies that:

**A. Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**B. Community Development Plan** -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

**C. Following a Plan** -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**D. Use of Funds** -- It has complied with the following criteria:

- 1. Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
- 2. Overall Benefit.** The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s), (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
- 3. Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the

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*Richland County, South Carolina*

property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**E. Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**F. Compliance with Anti-discrimination Laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**G. Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

**H. Compliance with Laws** -- It will comply with applicable laws.

Signat Shatt  
Signature/Authorized Official

8-10-10  
Date

Assistant County Administrator  
Title

**OPTIONAL CERTIFICATION  
CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

\_\_\_\_\_  
Signature/Authorized Official

\_\_\_\_\_  
Date

Assistant County Administrator  
Title

*Richland County, South Carolina*

**III. Specific HOME Certifications**

The HOME participating jurisdiction certifies that:

**A. Tenant Based Rental Assistance** -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

**B. Eligible Activities and Costs** -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

**C. Appropriate Financial Assistance** -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.

Spiff Shumett  
Signature/Authorized Official

8-10-10  
Date

Assistant County Administrator  
Title

Richland County, South Carolina

#### IV. Appendix to Certifications

Instructions concerning lobbying and drug-free workplace requirements:

##### A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

##### B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

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Richland County, South Carolina

Place of Performance (Street address, city, county, state, zip code)

2020 Hampton Street

Columbia, Richland County, SC 29204

Check  if there are workplaces on file that are not identified here.

The certification with regard to the drug-free workplace is required by 24 CFR part 24, subpart F.

- 7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Richland County, South Carolina



# Richland County Council Request of Action

## **Subject**

Motion to hire outside Counsel for Redistricting (*Forwarded from the A&F Committee*) [**PAGES 222-225**]

## **Notes**

October 26, 2010 - The committee recommended that Council forward this item to the Chairman's Ad-Hoc Committee. The committee also recommended that Council find funding for this item. The vote in favor was unanimous.

## Richland County Council Request of Action

**Subject:** Motion to hire outside counsel for Redistricting

**A. Purpose**

Council is requested to consider the motion made at the October 5, 2010 Council Meeting, and direct the County Attorney, as appropriate.

**B. Background / Discussion**

The following motion was made at the October 5, 2010 Council Meeting by Councilman Manning:

**Council retain professional services to assist with the redistricting process [Manning]:** This item was forwarded to the Administration and Finance Committee. **ACTION: ADMINISTRATION, LEGAL**

As you are aware, after each 10 year census, the County is required by law to redistrict and send that new redistricting plan to the US Justice Department for preclearance. (Please see attached summary and timeline) Richland County hired Attorney Helen McFadden to handle the 2000 Census redistricting plan Section 5 preclearance.

It is at this time that the County Attorney is requesting direction from Council with regards to this motion.

**C. Financial Impact**

There would be a cost for outside counsel or any other technical assistance provided. An amount is not known at this time. If council decides to hire outside counsel or other technical support, the County Attorney's office requests that its budget be increased accordingly to pay for such counsel or technical support.

**D. Alternatives**

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

**E. Recommendation**

Council discretion.

Recommended by: Larry C. Smith      Department: Legal      Date: 10/12/10

**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: 10/13/10

Recommend Approval

Recommend Denial

No Recommendation

Comments:

**Legal**

Reviewed by: Larry Smith

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments:

**Administration**

Reviewed by: J. Milton Pope

Date:

Recommend Approval

Recommend Denial

No Recommendation

Comments: Recommend approval however cost estimates need to be determined (by Legal) in order to develop a budget amendment for 2<sup>nd</sup> reading if approved by Council.

**REDISTRICTING AND PRECLEARANCE**  
**2010 US CENSUS**

Summary:

- The requirement to re-district is the result of Federal court cases and State law.
- State Law requires that the re-districting be done promptly after the census is published by the Federal Government. The re-districting must make the districts substantially equal.
- The new census is expected to be received by the SC Budget and Control Board Office of Research and Statistics no later than March 1, 2011.
- Richland County will hold elections (primary) in June of 2012 for 6 Council seats, for which the candidate filing will likely begin in March of 2012.
- The 2012 elections should occur under the new districting plan.
- Under the Voting Rights Act of 1965, Richland County is one of many jurisdictions which were determined to have engaged in past racial discrimination in voting practices.
- As a result of that determination, Richland County is one of many jurisdictions which must have the approval of the US Department of Justice to enforce any change that affects voting. That approval process is called "Preclearance."
- After the new districting plan is adopted (by ordinance), Richland County must provide the Justice Department with information regarding the plan to be used in the future. This information is voluminous and requires much preparation time.
- The Justice Department has 60 days in which to give Preclearance or deny such.
- If the new plan is precleared, then elections take place under the new plan. If preclearance is denied, the County can negotiate with the Department or adopt a new plan and begin the process anew.

Time and Requirements:

- Approximately 1 year (from March 2011 to March 2012) to complete the process.
- Process includes: applying new data to current districts; drafting new district lines; adopting new ordinance; preparing Preclearance package; submitting package; waiting for Department response; making any changes required by the Department.
- Applying new data and drafting new districts (Brenda Carter and individual Council members) – at least 90 days.
- Adopting new ordinance – at least 45 days (without special called meetings)
- Preparing Preclearance package and submitting – at least 30 days
- Waiting for Justice Department response – 60 days
- Making any changes required – unknown time period (repeat process above)
- Total time required (without changes by Justice Department) – 8 months

- Should be done in as timely a manner as possible to allow for possible denial by Justice Department and repeat of process.

# Richland County Council Request of Action

**Subject**

An Ordinance Amending the Fiscal Year 2010-2011 Hospitality Tax Annual Budget to appropriate \$11,500 of Hospitality Tax Undesignated Fund Balance to the Palmetto Capital City Classic [**PAGES 227-228**]

**Notes**

September 28, 2010 - The committee recommended that Council deny this request. The vote was in favor.

First Reading: October 5, 2010

Second Reading: October 19, 2010

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_-11HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2010-2011 HOSPITALITY TAX ANNUAL BUDGET TO APPROPRIATE \$11,500 OF HOSPITALITY TAX UNDESIGNATED FUND BALANCE TO THE PALMETTO CAPITAL CITY CLASSIC.

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. That the amount of eleven thousand five hundred (\$11,500) be appropriated to the Palmetto Capital City Classic. Therefore, the Fiscal Year 2010-2011 Hospitality Tax Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2010 as amended:	\$ 4,071,612
Appropriation of Hospitality Tax undesignated fund balance	<u>11,500</u>
Total General Fund Revenue as Amended:	\$ 4,083,112

EXPENDITURES

Expenditures appropriated July 1, 2010 as amended:	\$ 4,071,612
Increase to Lump Sum Appropriation:	<u>11,500</u>
Total General Fund Expenditures as Amended:	\$ 4,083,112

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 \_\_\_\_\_.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

Item# 24

Attachment number 1  
Page 1 of 2

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

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

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Michielle R. Cannon-Finch  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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



# Richland County Council Request of Action

**Subject**

A Budget Amendment to adjust the budgets for Richland County School District One and Richland County Public Library [**PAGES 230-231**]

**Notes**

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

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_ -11HR

A BUDGET AMENDMENT TO ADJUST THE BUDGETS FOR RICHLAND COUNTY SCHOOL DISTRICT ONE AND RICHLAND COUNTY PUBLIC LIBRARY.

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.

That the amount of \$179,602,759 be appropriated to the Fiscal Year 2010-2011 budget for School District One and \$19,849,493 be appropriated to the Fiscal Year 2010-2011 budget for Richland County Public Library.

Therefore, the budget is hereby amended as follows:

**SCHOOL DISTRICT ONE**

REVENUE

Revenue appropriated July 1, 2010 as amended:	\$ 177,449,139.00
Appropriation of Revenue:	<u>2,153,620.00</u>
Total School District One Revenue as Amended:	\$ 179,602,759.00

EXPENDITURES

Expenditures appropriated July 1, 2010 as amended:	\$ 177,449,139.00
Increase to School District One Budget:	<u>2,153,620.00</u>
Total School District One Expenditures as Amended:	\$ 179,602,759.00

**RICHLAND COUNTY PUBLIC LIBRARY**

REVENUE

Revenue appropriated July 1, 2010 as amended:	\$ 19,817,000.00
Appropriation of Revenue:	<u>32,493.00</u>
Total Richland County Public Library Revenue as Amended:	\$ 19,849,493.00

EXPENDITURES

Expenditures appropriated July 1, 2010 as amended:	\$ 19,817,000.00
Increase to Richland County Public Library:	<u>32,493.00</u>
Total Richland County Public Library Expenditures as Amended:	\$ 19,849,493.00

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

**Subject**

Animal Care Ordinance Amendments [**FIRST READING**] [**PAGES 233-240**]

**Notes**

October 26, 2010 - The committee voted to forward this item to Council without a recommendation.

## Richland County Council Request of Action

**Subject:** Animal Care – Ordinance Revisions

### **A. Purpose**

Council is requested to approve several ordinance revisions relating to Animal Care for consistency, improved enforcement efforts, and animal housing.

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

The County and City have co-located animal services into one facility for the efficiency of operations, and to provide streamlined services for customers that will expedite the redemption of lost pets and increase adoptions.

According to the July 31, 2007 Intergovernmental Agreement between the County and City, the City's policies and ordinances shall apply to any and all operations of the Animal Shelter. The section is enclosed below for your convenience.

3. Shelter Policies. The City's policies and ordinances, as may from time to time be amended, will apply to any and all operations of the Animal Shelter, including but not limited to the disposition of animals received at the Animal Shelter, adoption, redemption and spay/neuter, which are listed by way of illustration and not limitation. Prior to any change of Animal Shelter policies relating to animal care management, the City Manager and the County Administrator will confer as to the proposed change and mutually agree to the change before such policy is adopted and implemented by the City.

Currently, there are differences between the City and County's animal care ordinances. These differences sometimes cause conflicts with animal redemptions and other matters, and confusion amongst unincorporated Richland County and City of Columbia residents. Amending the County's ordinance to reflect the language in the City's ordinance in certain sections will allow smoother day-to-day operations for both entities, and will provide a clearer understanding of the animal care ordinances for Richland County citizens.

### **C. Financial Impact**

Revisions to the animal care ordinance are not expected to have any financial impact.

### **D. Alternatives**

1. Adopt the animal ordinance revisions as recommended
2. Adopt some of the ordinance revisions and/or develop new revisions.
3. Leave the ordinance as currently written.

**E. Recommendation**

It is recommended that Council approve the recommended revisions as presented.

Recommended by: Sandra Haynes Department: Animal Care Date: 05/26/2010

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers

Date: 9/16/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: No recommendation; Council discretion

**Administration**

Reviewed by: Roxanne M. Ancheta

Date: September 21, 2010

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Amending the County's Animal Care ordinance to reflect language in the City's ordinance in certain sections will allow smoother day-to-day operations for both entities, and will provide a clearer understanding of the animal care ordinances for Richland County citizens.

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY

ORDINANCE NO. \_\_\_\_-10HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 5, ANIMALS AND FOWL, SO AS TO CLARIFY SECTIONS DEALING WITH AUTHORITY OF OFFICERS, CONDITIONS OF IMPOUNDMENT, REDEMPTION OF ANIMALS AND OWNER RESPONSIBILITIES.

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

SECTION I. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl; Section 5-1, Definitions; is hereby amended to read as follows:

**Sec. 5-1. Definitions.**

Whenever used in this chapter, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined.

*Abandon* shall mean to desert, forsake, or intend to give up absolutely an animal without securing another owner.

*Abuse shall mean the act of any person who deprives any pet of necessary sustenance or shelter, or inflicts unnecessary pain or suffering upon any pet, or causes these things to be done.*

*Animal* shall mean, in addition to dog and cat, any organism of the kingdom of Animalia, other than a human being.

*Animal care officer* shall mean any person employed by the county to enforce the animal care program.

*Animal shelter* *Animal care facility* shall mean any premises designated by the county for the purpose of impounding, care, adoption, or euthanasia of dogs and cats held under authority of this chapter.

*At large* shall mean a pet running off the premises of the owner or keeper and not under the physical control of the owner or keeper by means of a leash or other similar restraining device.

*Nuisance* shall mean an animal that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of their property.

*Owner* shall mean any person who:

- (1) Has a property right in an animal;

- (2) Keeps or harbors an animal or who has it in his or her care or acts as its custodian; or
- (3) Permits an animal to remain on or about any premises occupied by him or her.

*Pet* shall mean a domestic dog (*canis familiaris*) and/or a domestic cat (*felis catus domesticus*).

*Shelter shall mean any structure appropriately sized for the pet to stand or lie in a normal manner. The structure must have a roof, three sides, appropriate sized opening for entry and exit and a dry floor so as to protect the pet from the elements of weather.*

*Under restraint* shall mean a pet that is on the premises of its owner or keeper by means of a leash, fence or other similar restraining device, or is on the premises of its owner or keeper and accompanied by the owner/keeper, or a pet that is off the premises of its owner or keeper but is accompanied by its owner or keeper and is under the physical control of such owner or keeper by means of a leash or other similar restraining device.

SECTION II. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl; Section 5-3, Exemptions from differential licensing; is hereby amended to read as follows:

**Sec. 5-3. Exemptions from differential licensing.**

(a) The following classifications of owners of pets shall be exempt from paying the higher license fee for fertile pets. These exempt persons shall be required to purchase a license for their pet but will pay only a fee of four dollars (\$4.00) for each license and will not be required to have the pet spayed/neutered:

- (1) Any owner of a pet who can furnish a statement from a licensed veterinarian that the pet, due to health reasons, could not withstand spay/neuter surgery;
- (2) Any owner of one or more purebred pets who can furnish proof of participation in nationally recognized conformation or performance events; ~~or~~

~~(3) Any owner of a dog that is currently being used for hunting purposes and is properly registered with the South Carolina Wildlife Department the South Carolina Department of Natural Resources and whose owner has a valid South Carolina hunting license.~~

(b) Any individual who is handicapped and who owns a dog which is used for seeing, hearing, or other such assistance purposes shall be required to obtain an annual license but shall not be required to pay any license fee.

(c) The county animal care department shall obtain the name and address of each party to whom a license and tag have been issued under the provisions of this section and shall keep the same on file in the offices of the department for the purpose of identification.



SECTION III. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl; Section 5-3, Exemptions from differential licensing; is hereby amended to read as follows:

**Sec. 5-5. Running at large – restraint.**

(a) All domestic animals must be kept under restraint or confinement. Any domestic animal not so restrained will be deemed unlawfully running at large in the unincorporated area of the county. Provided, however, this subsection shall not apply to domestic cats that have been spayed or neutered.

(b) Dogs that are participating in hunting events, obedience trials, conformation shows, tracking tests, herding trials, or lure courses shall not be considered "at large."

(c) If an animal care officer witnesses an animal not under restraint, the officer may exercise the authority to pursue the animal onto private property; provided, however, that the officer shall not pursue the animal into a fenced yard or private dwelling. Such pursuit shall end at such time as the animal is no longer at large and/or is under restraint.

SECTION IV. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl; Section 5-7, Injured or diseased pets; is hereby amended to read as follows:

**Sec. 5-7. Injured or diseased pets.**

Anyone striking a pet with a motor vehicle or bicycle shall notify the county animal care department who will then take action necessary to make proper disposition of the pet. Any pet received by the animal ~~shelter~~ care facility in critical condition from wounds, injuries, or disease ~~may receive sustaining treatment by a licensed veterinarian until such time as the owner of the pet is contacted. Any such pet in critical condition, as described in this section,~~ may be humanely destroyed if the owner cannot be contacted within ~~five~~ two (~~5~~ 2) hours. If the pet is in severe pain it may be destroyed immediately.

SECTION V. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl; Section 5-13, Impounding; is hereby amended to read as follows:

**Sec. 5-13. Impounding.**

(a) Any animal found within the unincorporated area of the county in violation of the provisions of this chapter may be caught and impounded by county authorities. If an animal cannot be caught in a safe, efficient manner, animal care personnel may tranquilize the animal by use of a tranquilizer gun. The animal care ~~department~~ facility may, thereafter, make available for adoption or humanely destroy impounded animals not redeemed within five (5) days. Animals impounded at the City of Columbia Animal Shelter, which are deemed by the superintendent of animal services to

constitute a danger to other animals or persons at the shelter, or which are infectious to other animals, in pain or near death, may be humanely destroyed immediately.

(b) When a person arrested is, at the time of the arrest, in charge of an animal, the county animal care department may take charge of the animal and deposit the animal in a safe place of custody or impound the animal at its animal shelter.

(c) The county may transfer title of all animals held at its animal shelter after the legal detention period has expired and its owner has not claimed the animal.

~~(d) Immediately after impounding a pet that is wearing a rabies tag, a county license tag, or another identification tag, or a pet that has an implanted identification microchip or an obvious identification tattoo, a reasonable effort will be made to locate the owner and to inform him or her of the circumstances under which he or she may regain custody of the pet impounded by the county reflecting its disposition.~~

A positively identifiable animal is one which bears or wears a legible and traceable current permanent number, county license or tag or rabies vaccination tag pursuant to section 5-2; or a traceable registration number, tattoo or microchip pursuant to S.C. Code Ann. 47-3-510 (Supp. 1999).

The owner of a positively identifiable impounded animal shall be notified at the owner's last known address by regular mail and registered mail that the animal has been impounded. The owner has 14 days from the date of mailing to contact the shelter for pick-up. Redemption costs will include the cost of mailing, any established costs, fines, fees or other charges. If the owner does not make contact within 14 days of the date of the mailing, the animal will be deemed abandoned and becomes the property of the animal care department. For animals impounded at the City of Columbia Animal Shelter, the superintendent of animal services shall either place the animal for adoption or have the animal humanely destroyed, pursuant to S.C. Code Ann. 47-3-540 (Supp. 1999). Notwithstanding the above, animals impounded at the City of Columbia Animal Shelter, which are deemed by the superintendent of animal services to constitute a danger to other animals or persons at the shelter, or which are infectious to other animals, in pain or near death, may be humanely destroyed immediately.

(e) Any animal found "at large" may be impounded by the animal care officer and may not be redeemed by its owner unless such redemption is authorized by the county animal care department, with assurance from the owner that proper care and custody will be maintained.

(f) Any animal surrendered to the animal shelter may be adopted or euthanized at any time provided there is a completed and signed surrender form on file for the animal concerned.

SECTION VI. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl; Section 5-14, Redemption; is hereby amended to read as follows:

## Sec. 5-14. Redemption.

(a) The owner or keeper of any pet that has been impounded under the provisions of this chapter, and which has not been found to be dangerous or vicious, shall have the right to redeem such pet at any time within five (5) days upon payment of a fee as follows:

(1) For a pet that has been properly inoculated, licensed, microchipped, and neutered or spayed, the fee shall be \$10.00.

(2) For other pets the fee shall be \$10.00 plus the appropriate license fee, the charge for rabies inoculation, ~~the cost of microchipping the pet a \$20.00 microchipping fee,~~ and the cost of spaying or neutering the pet. No fertile pet shall be redeemed ~~or adopted~~ unless, ~~at the time of impoundment, the pet was properly licensed with Richland County and one of the criteria under the exceptions provisions in subsections 5-3 (a) (1) – (23) was applicable and applied by Richland County at the time of licensing.~~ No pet will be released without proof of inoculation and without an implanted microchip.

(b) In addition to the redemption fee, an impound fee of \$20.00 and a board fee of ~~seven~~ six dollars (~~\$76.00~~) per day per pet shall be paid by the owner or keeper when a pet is redeemed.

(c) The fees set out in this section shall be doubled for any pet impounded twice or more within the same 12-month period.

SECTION VII. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl; Section 5-15, Adoption; is hereby amended to read as follows:

## Sec. 5-15. Adoption.

(a) Any animal impounded under the provisions of this chapter may at the end of the legal detention period be adopted provided the new owner will agree to comply with the provisions contained herein.

(b) ~~All adult pets adopted from the animal shelter shall be spayed or neutered, and inoculated against rabies. Any adult pet surrendered to the shelter may be adopted at any time provided there is a completed and signed surrender form on file for the animal concerned.~~

(c) Those individuals adopting puppies or kittens too young to be neutered or spayed or receive rabies inoculations will pay the cost of these procedures at the time of adoption and be given an appointment for a later time to have these procedures accomplished. In the event the animal is deceased prior to the appointment date, the applicable portion of the adoption fee will be returned.

(d) Fees for the adopted pets will be the same as those established for the redemption of impounded pets, together with a reasonable fee for microchipping.

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

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

SECTION X. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Paul Livingston, Chair

ATTEST THIS THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2010.

\_\_\_\_\_  
**Michelle R. Cannon-Finch**  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

**Subject**

Quit Claim, Laurelwood Lane and Campbell Road [PAGES 242-243]

**Notes**

October 26, 2010 - The committee voted to forward this item to Council without a recommendation. The vote in favor was unanimous.

## Richland County Council Request of Action

**Subject:** Quit Claim, All of Laurelwood Lane and All of Campbell Road

### **A. Purpose:**

County Council is requested to consider a quit-claim deed by which Richland County releases its interest in part of the right of way for unimproved roads, Laurelwood Lane and Campbell Road to “The Palmetto Trust for Historic Preservation”.

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

Laurelwood Lane and Campbell Road were taken into the Richland County system in 1988, but was never developed or paved. The adjacent property owner has expressed an interest in having the property quit claimed to them for future development.

### **C. Financial Impact:**

Section 21-14 of the Richland County Code of Ordinances states that:

“The County Council may require the grantee(s) to pay up to the fair market value, as determined by the County Assessor’s Office, in exchange for the conveyance of the right of way.

### **D. Alternatives:**

The alternatives available are

1. Grant the quit claim without compensation
2. Grant the quit claim but require compensation
3. Deny the quit claim.

### **E. Recommendation:**

The Engineering Department recommends quit-claiming this portion of right of way back to the adjoining property owner. Quit-claims in the past have been granted both with and without compensation. If the quit-claim is approved, the compensation issue will be left up to the County Council.

Recommended By: David R. Hoops, P.E.

Department: Public Works Date: 9-1-2010

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers

Date: 9/20/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: No recommendation: Council discretion.

**Administration**

Reviewed by: Sparty Hammett

Date: 9/21/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

# Richland County Council Request of Action

**Subject**

- a. Project Steel **[PAGES 245-274]**





WHEREAS, the County, by proper action, identified the Project and indicated its intent to provide certain economic development incentives by proper resolution of the County Council (the "Identification Resolution"); and

WHEREAS, in connection with the economic development incentives hereby authorized, the County and the Company are prepared to enter into a fee agreement as set forth in the Act (the "Fee Agreement") pursuant to which the property comprising the Project will be exempted from property tax for a period of time during which the Company shall make certain payments to the County in lieu of property taxes ("FILOT Payments"); and

WHEREAS, the County has reviewed the Fee Agreement, the form of which is attached to this Ordinance and incorporated herein, and determined that the same is appropriate in form and substance for execution by the County.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

Section 1. Findings and Determinations. It is hereby declared that the facts set forth in the recitals to this Ordinance are true and correct in all respects. It further is found, determined, and declared by the County Council, based on information provided by the Company, as follows:

- (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;
- (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality or results in a charge against its general credit or taxing power; and
- (c) the purposes to be accomplished by the Project, including, without limitation, economic development, jobs creation, and expansion of the County's tax base, are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 2. Approval of Fee Agreement. The Fee Agreement is approved as follows:

(a) The form, terms, and provisions of the Fee Agreement presented to this meeting and filed with the Clerk to County Council (the "Clerk") are approved and all of the terms, provisions, and conditions of the Fee Agreement are incorporated by reference. The Chairman of the County Council (the "Chairman") and the Clerk are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of the County. The Chairman and the Clerk are further authorized, empowered, and directed to cause the Fee Agreement to be delivered to the Company.

(b) The Fee Agreement to be executed on behalf of the County shall be in substantially the form now before the County Council and shall include only changes that are approved by the County officials executing the Fee Agreement. The County officials shall consult the attorney for the County (the “County Attorney”) with respect to any changes to the Fee Agreement. The execution of the Fee Agreement by County officials shall constitute conclusive evidence that they have approved all changes to or revisions of the Fee Agreement now before this meeting.

(c) If under the Fee Agreement or the Act any future actions of the Company (including, without limitation, the supplementation of the exhibits thereto and/or any assignments of the Project) require the approval of the County, such approval can be given on behalf of the County by the Chairman or the Richland County Administrator (the “County Administrator”) upon affirmative resolution of the County Council to the extent permitted by law. The County officials shall consult the County Attorney with respect to such approval. The execution of a written approval by County officials shall constitute conclusive evidence that the County has approved the respective actions of the Company.

(d) The Fee Agreement shall provide that the Company will invest at least \$5,000,000 and the creation of at least thirty (30) full-time jobs at the Project over a period of five (5) years from the last day of the property tax year during which the Project or a portion of the Project is first placed in service.

Section 3. Execution of Document. The Chairman, the County Administrator, the Clerk, and the County Attorney are each authorized and directed to do all things reasonably necessary to effect the execution and delivery of the Fee Agreement and the County’s performance of its obligations under the Fee Agreement.

Section 4. Severability. The provisions of this Ordinance are declared to be separable. If any section, phrase, or provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining sections, phrases, and provisions of the Ordinance shall remain valid.

Section 5. Repeal of Conflicting Ordinances. All orders, resolutions, and other ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Effective Date of Ordinance. This Ordinance shall take effect immediately upon third reading of the County Council.

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

Third Reading: \_\_\_\_\_

**AND IT IS SO ORDAINED, ENACTED AND ORDERED.**

Dated this \_\_\_ day of \_\_\_\_\_, 2010.

**RICHLAND COUNTY COUNCIL**

---

Paul Livingston, Chairman

**ATTEST**

---

Michielle Cannon-Finch, Clerk to Council



**FEE AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**OWEN STEEL COMPANY, INC.**

**Effective as of \_\_\_\_\_, 2010**

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OWEN STEEL COMPANY, INC.  
AND  
RICHLAND COUNTY, SOUTH CAROLINA**

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**FEE AGREEMENT**

**OWEN STEEL COMPANY, INC.**

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into effective as of the Commencement Date (as defined hereinafter) by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and OWEN STEEL COMPANY, INC., a corporation organized and existing under the laws of the State of Delaware (the "Company"). The County and the Company are sometimes jointly referred to in this Fee Agreement as the "parties," or severally referred to as a "party."

**WITNESSETH :**

WHEREAS, the Act, as defined herein, empowers the several counties of the State of South Carolina to enter into a fee agreement with an industry as an optional method of providing fee in lieu of property tax benefits for a project; and

WHEREAS, the County is authorized to enter into this Fee Agreement by passage of a resolution and an ordinance that summarize the fee in lieu of property tax provisions to be incorporated in a fee agreement between the Company and the County; and

WHEREAS, the Company desires to expand its existing manufacturing facility located within the County (the "Facility"), including but not limited to through the construction of a new building(s), the expansion of an existing building(s), and/or the addition of machinery and equipment at the Facility (the "Project"), and has requested the County to commit to provide certain inducements to the Company by entering into this Fee Agreement; and

WHEREAS, the parties desire to define the terms under which the Project will qualify for fee in lieu of property tax treatment.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained and the mutual benefits to be derived by the parties, the receipt and adequacy of which are acknowledged by the parties, the County and the Company agree as follows:

**1. DEFINITIONS**

**1.1. Specific Definitions**

In addition to the words and terms elsewhere defined in this Fee Agreement, the following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning or intent.

"Act" means the Fee in Lieu of Tax Simplification Act of 1997, S.C. Code § 12-44-10, *et seq.*, as amended.

*"Additional Payments"* shall have the meaning set forth in Section 4.3 of this Fee Agreement.

*"Administrative Expenses"* means the reasonable and necessary expenses incurred by the County in reviewing, implementing or amending this Fee Agreement and the Related Documents, including, without limitation, legal fees and expenses incurred by the County, but excluding the salaries and overhead of County personnel. Prior to an Event of Default, no expense shall be considered an Administrative Expense until the County has furnished to the Company a statement in writing indicating in reasonable detail the amount of such expense and the reason it has been or will be incurred. Expenses incurred in connection with a general taxpayer challenge to the validity of the Act shall not be deemed an Administrative Expense unless the Company requests the County to defend the suit on Company's behalf.

*"Authorized Company Representative"* means any person or persons at the time authorized to act on behalf of the Company including, without limitation, the president, any vice president, the secretary, and the treasurer of the Company.

*"Code"* means the Code of Laws of South Carolina, 1976, as amended.

*"Commencement Date"* means the last day of the property tax year during which the Project or a portion of the Project is first placed in service, as defined in the Act.

*"Company"* means Owen Steel Company, Inc., a corporation organized and existing under the laws of the State of Delaware, and any surviving, resulting or transferee limited liability company, corporation, partnership or other business entity in any merger, consolidation or transfer of assets permitted under this Fee Agreement.

*"Completion Date"* means December 31, 2015, or such earlier date as may be specified by the Company pursuant to Section 3.2 hereof, or such later date, if any, that the County approves in its discretion pursuant to the extension provisions of Section 12-44-30(13) or other applicable provisions of the Act.

*"Cost" or "Cost of the Project"* means the cost to the Company of acquiring the Project, by construction, purchase, or lease, and shall be deemed to include, whether incurred prior to or after the Commencement Date: (a) costs incurred for architects, engineers, designers, landscape architects, attorneys, estimators, and other Project consultants; (b) costs incurred for labor, materials and other expenses to contractors, builders and suppliers in connection with the acquisition, construction and installation of the Project; (c) Project financing costs, (d) the cost of contract bonds and insurance of all kinds that may be required or necessary during the course of acquisition, construction and installation of the Project; (e) the expenses of the Company for tests, borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefore, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction and installation of the Project; (f) other costs that the Company shall be required to pay under the terms of any contract or contracts for the acquisition, construction and installation of the Project; (g) costs incurred by the Company for the acquisition and insuring of

any interest in the land upon which the Project is located; (h) costs incurred for the Project by third parties on behalf of the Company; and (i) any sums required to reimburse the Company for advances made by it for any of the above items, or for any other work done and costs incurred by the Company which are for the acquisition of property of a character subject to the allowance for depreciation provided for under Section 167 of the Internal Revenue Code of 1986, as amended, and included in the Project, all whether or not reimbursed by the County or by third parties, all as reflected on the Company's property tax return Form PT-300, with all attachments and schedules thereto, as filed with the Department of Revenue.

*"County"* means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

*"County Council"* means the governing body of the County and its successors.

*"Default"* means an event or condition, the occurrence of which would, after the passage of any time permitted for cure or the giving of notice or both, become an Event of Default as defined in Section 7.1 hereof.

*"Department of Revenue"* means the South Carolina Department of Revenue or its successor agency.

*"Equipment"* means all equipment, machinery, furnishings, and other personal property of Company that are made part of the Project by placing it in service in the County during the Project Period, and any other property described in *Exhibit B* attached hereto and made a part hereof, including all Replacement Property that is personal property of the Company.

*"Event of Default"* means any of those events set forth in Article 7 of this Fee Agreement.

*"Fair Market Value"* shall have the meaning set forth in Section 5.1(B) of this Fee Agreement.

*"Fee Agreement"* means this Fee Agreement as originally executed and from time to time supplemented or amended as permitted herein.

*"FILOT Payments"* shall have the meaning set forth in Section 5.1 of this Fee Agreement.

*"Independent Counsel"* means an attorney duly admitted to practice law in the State of South Carolina who does not represent either party to this Agreement.

*"Identification Resolution"* means the identification resolution passed by County Council in which County identified the Project and agreed to consider offering the economic development incentives provided for in this Fee Agreement.

*"Ordinance"* means the ordinance of the County Council that authorizes execution and delivery of this Fee Agreement and other applicable Related Documents by the County.

"Person" means any individual, association, corporation, partnership, limited liability company, unincorporated organization, joint venture, trust, or government or agency or political subdivision thereof.

"Project" shall have the meaning set forth in the recitals hereof, as further defined herein, and shall specifically mean the Real Property and the Equipment.

"Project Period" means the five (5) year period beginning with the Commencement Date.

"Real Property" means the real property, if any, made part of the Project during the Project Period, including any leasehold improvements or other capital expenditures of the Company that qualify as economic development property under the Act, as more fully described in *Exhibit A* attached hereto, as from time to time supplemented by the Company, and all Replacement Property that is real property.

"Related Documents" means this Fee Agreement, the Ordinance, and any documents to which the County and/or the Company are parties that are reasonably required for the consummation of the transactions contemplated hereby or thereby.

"Replacement Property" means all property that is placed in service as a replacement for a portion of the Project, to the maximum extent permitted by the Act.

"State" means the State of South Carolina.

"Term" means the duration of this Fee Agreement.

## **1.2. *References to Fee Agreement***

The words "hereof," "herein," "hereunder" and other words of similar import refer to this Fee Agreement.

## **2. REPRESENTATIONS AND WARRANTIES**

### **2.1. *Representations and Warranties by the County***

The County warrants that:

(A) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Fee Agreement and to carry out the County's obligations hereunder. Based on representations of the Company, the Project constitutes or will constitute a "project" within the meaning of the Act. By proper action by County Council, the County has been duly authorized to execute and deliver this Fee Agreement;

(B) Prior to the delivery of this Fee Agreement, the County has adopted the Identification Resolution and enacted the Ordinance;

(C) The execution and delivery of this Fee Agreement and compliance by the County with the terms and conditions thereof will not constitute a material breach of, or a material default under any existing law, regulation, decree, or order, or any material agreement, mortgage, lease or other instrument to which the County is subject or by which it is bound; and

(D) To the best of its knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal that would materially adversely affect the validity or enforceability of this Fee Agreement.

## **2.2. Representations and Warranties by Company**

The Company represents and warrants that:

(A) The Company is a corporation organized and in good standing under the laws of the State of Delaware, is authorized to transact business in the State of South Carolina, and has power to enter into this Fee Agreement, and, by proper action, has been duly authorized to execute and deliver this Fee Agreement;

(B) The execution and delivery of this Fee Agreement and compliance by the Company with the terms and conditions hereof will not constitute a material breach of, or a material default under, (i) any existing law, regulation, decree, or order, or (ii) any material term, condition, or provision of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound; and will not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company that would materially restrict the Company's ability to make any payments hereunder, other than as may be permitted by this Fee Agreement;

(C) No event has occurred and no condition exists with respect to the Company that would constitute an "Event of Default" as described in Section 7.1 hereof;

(D) The Company intends to operate the Project for the purposes permitted by this Fee Agreement or the Act or other purposes expressly agreed upon in writing by the parties;

(E) The execution of this Fee Agreement by the County and the Company has been instrumental in inducing the Company to expand its Facility in the County and in the State;

(F) To the best of its knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal that would materially and adversely affect the validity or enforceability of this Fee Agreement; and

(G) The Project constitutes or will constitute a "project" within the meaning of the Act.

### **3. CONSTRUCTION, ACQUISITION, AND PURCHASE OF PROJECT**

#### **3.1. *Construction and Acquisition of Project***

The Company shall construct and acquire the Project and shall do all other things deemed necessary by the Company in connection with the Project. The Company shall identify in writing, to the extent required by the Department of Revenue, any portion of the Project placed in service that is not then already adequately described in this Fee Agreement or supplements thereto as a portion of the Project. The Company shall maintain such records in connection with the construction or acquisition of the Project as are reasonably necessary to (i) permit ready identification thereof and (ii) confirm the date(s) on which the Project or portions of the Project were placed in service.

#### **3.2. *Completion Date***

The Completion Date(s) shall be evidenced to the County by a written statement by an Authorized Company Representative certifying the Completion Date and stating that, to the best of his knowledge and information, the acquisition or construction of the Project, or a phase thereof, has been completed and placed in service as of the stated Completion Date and shall state the total cost as of the Completion Date. The certificate of completion may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or which may subsequently come into being.

#### **3.3. *Completion of the Project***

The Company shall cause the Project to be completed and shall pay or cause to be paid all of the Cost of the Project, provided that this shall not be deemed to preclude financing of some or all of the Cost of the Project on such terms as the Company shall determine.

#### **3.4. *Amendments to Exhibits***

The Company may supplement *Exhibit A* and *Exhibit B* from time to time provided that the supplements are consistent with the terms of this Fee Agreement and the Act and notice of such supplement is given to the County in accordance with the notice provisions of this Fee Agreement.

#### **3.5. *Minimum Investment and Minimum Jobs Commitment***

Before the Completion Date, the Company will invest at least Five Million Dollars (\$5,000,000) in taxable property constituting part of the Project (the “Minimum Investment Threshold”) and create at least thirty (30) full-time jobs at the Project (the “Minimum Jobs Threshold”).

#### **3.6. *Licenses and Permits; Assistance in Obtaining***

To the extent permitted by law, the County will use its reasonable best efforts to expedite all building and construction permit applications and will use its reasonable best efforts to assist the

Company in securing all other state, county and local construction, environmental and other permits, approvals and consents which may be necessary or desirable in connection with the Project on a timely basis.

If any application is made to a governmental or other agency by the Company or the County for any permit, license, or approval to do or to perform certain things necessary for the proper performance of this Fee Agreement, the Company and the County shall execute, upon the request of the other party, such applications as may reasonably be requested or required.

#### **4. TERM, FEES AND ADDITIONAL PAYMENTS**

##### **4.1. Term**

Subject to the provisions herein, this Fee Agreement shall be and remain in full force and effect for a term (the "Term") commencing on the Commencement Date, and, unless earlier terminated in accordance with this Fee Agreement, ending at midnight on December 31 of the twentieth (20th) year after the last year during which any portion of the Project is placed in service or the last FILOT Payment hereunder, whichever is later.

##### **4.2. FILOT Payments**

The Company shall pay to the County all amounts due and payable as FILOT Payments pursuant to Section 5.1 hereof. Unless otherwise expressly provided in the Act, returns for the FILOT Payments shall be filed and FILOT Payments shall be payable at the same time, and subject to the same penalty assessments, that *ad valorem* property tax returns and tax payments for the Project would otherwise be due and payable under applicable State law and regulations in the absence of this Fee Agreement.

##### **4.3. Additional Payments**

In addition to the Fee Payments and other amounts payable under Section 5.1, the Company shall pay, as "Additional Payments," to or on behalf of the County any Administrative Expenses and any other amounts payable by the Company under this Agreement. Such Additional Payments shall be payable by the Company within thirty (30) calendar days of receipt by the Company from the County of a statement in writing indicating in reasonable detail the amount of such Additional Payments and the reason they have been incurred.

##### **4.4. Failure to Pay in a Timely Manner**

If the Company fails to make in a timely manner any of the payments required in this Article 4, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid, together with interest and penalties for which the Company is liable under applicable law thereon, along with Administrative Expenses, from the date the payment was due, at the rate per annum which is equal to the rate required by law for late payment of *ad valorem* taxes or, in the case of the FILOT Payments, an amount equal to any interest required by law for late payment of comparable *ad valorem* property taxes.

In the event of any failure on the part of the Company to pay any such amounts, liabilities or obligations, the County shall have all rights, powers and remedies provided for herein, by law, equity or otherwise, including without limitation with respect to non-payment of FILOT Payments hereunder the imposition and enforcement of a lien against the Project for tax purposes, as provided in Section 12-44-90 of the Act and the collection of Administrative Expenses.

## **5. FILOT PAYMENTS AND TAX CREDITS**

### **5.1. FILOT Payments; Calculation and Timing**

(A) The parties acknowledge that during the Term of this Fee Agreement, the Project is exempt from *ad valorem* property taxes. However, in lieu of *ad valorem* property taxes, the Company shall make twenty (20) annual FILOT Payments for each portion of the Project placed in service each year during the Project Period.

(B) The amount of FILOT Payments due and payable shall be that which would be due in *ad valorem* property taxes if the Project were subject to *ad valorem* property taxes, but using (i) an assessment ratio of eight percent (8%), (ii) a millage rate of 402.9 mills (which millage rate shall remain applicable and fixed throughout the Term of this Fee Agreement), and (iii) a fair market value of the Project to be determined according to the Act (the “Fair Market Value”).

(C) Pursuant to Section 12-44-60 of the Act, the Company may elect to include Replacement Property as part of the Project to the maximum extent permitted by the Act.

(D) Any part of the Project subject to the fee payment may be disposed of, and the Fair Market Value of the Project used to calculate FILOT Payments shall be reduced by the Fair Market Value of the disposed property.

(E) If the Act, any portion of the Act, and/or the FILOT Payments are declared invalid or unenforceable, in whole or in part, for any reason, the Company and the County intend that this Fee Agreement be reformed so as to afford the Company the maximum benefit then permitted by law. If the Project is not eligible for FILOT Payments, the Company shall be entitled to receive (i) the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by South Carolina Constitution Article X, Section 3, and any other exemption allowed by law from time to time; (ii) all allowable depreciation, allowances and adjustments to Fair Market Value; and (iii) such other credits, abatements and exemptions from *ad valorem* taxes, as are allowed by law.

(F) If the Company does not meet the Minimum Investment Threshold and the Minimum Jobs Threshold as of the Completion Date, the Company agrees to repay the County the full amount of the difference between the FILOT Payments and the amount of *ad valorem* property taxes that would have otherwise been due and payable by the Company if the Project were subject to *ad valorem* property taxes since the Commencement Date. The Company shall make any such repayment no later than ninety (90) days after the Completion Date.



## **5.2. Tax Deductions, Credits and Exemptions**

Unless otherwise precluded by the Act, applicable law or judicial decision, the Company shall be entitled to all applicable federal, state and local investment tax credits, exemptions, allowances and deductions for depreciation and diminution in value, and other similar tax relief provisions relating to the Project. At the request of the Company, the County shall do all things as are reasonably necessary or proper to confirm and receive those benefits, provided the Company shall pay the expenses incurred in that undertaking.

## **5.3. Abating FILOT Payments**

If the Project is damaged or destroyed, the subject of condemnation proceedings, or otherwise adversely impacted by theft, casualty, or other cause, and the damage, destruction, condemnation, or adverse impact reduces the Project's fair market value, the FILOT Payments shall be abated in the same manner as *ad valorem* property taxes would be abated if the Project were subject to *ad valorem* property taxes to the fullest extent allowed by the Act.

## **6. OTHER COVENANTS**

### **6.1. Use of Project**

The Company shall have the right during the Term of this Fee Agreement to use the Project, as a project, for any lawful purpose authorized by the Act. At the time of entering into this Fee Agreement, however, it is the intent of the Company to use the Project for the primary purpose of manufacturing steel products and related activities.

### **6.2. Limitation of County's Liability**

Anything herein to the contrary notwithstanding, any obligation the County may incur hereunder, including an obligation for the payment of money, shall not be deemed to constitute a debt or general obligation of the County but shall be payable solely and exclusively from the revenues and receipts derived by the County from this Fee Agreement, and the Project gives rise to no pecuniary liability of the County or a charge against its general credit or taxing power.

### **6.3. No Liability of County Personnel**

All covenants, agreements and obligations of the County contained herein shall be deemed to be covenants, agreements and obligations of the County and not of any member of the County Council or any officer, agent, servant or employee of the County in his individual capacity.

### **6.4. Transfer of Project; Financing**

Pursuant to Section 12-44-120 (A) of the Act, (a) an interest in this Fee Agreement and the Project, or (b) an equity interest or other interest in an entity with an interest in this Fee Agreement or the Project, or both, may be transferred to another entity at any time; provided that

the Company shall not be released from its obligations without the County's prior written consent. Whenever consent of the County is required under the Act or this Fee Agreement for any of the foregoing transactions, such consent shall not be unreasonably withheld.

#### **6.5. *Financing***

Financing, lending, security, sale-leaseback, assignments, leases, subleases, or similar arrangements are permitted in accordance with Sections 12-44-120 (B) and (C) of the Act. The Company shall cause the County and the Department of Revenue to be notified of a financing-related transfer of the Fee Agreement or the Project within sixty (60) days of such transfer. Such notice shall be in writing and shall include the identity of each transferee and any other information required by the Department of Revenue with any appropriate returns.

#### **6.6. *Leasing of Project***

The Company may at any time lease or sublease the Project or portions of the Project on such terms as the Company may determine in its sole discretion, provided that such terms are not inconsistent with this Fee Agreement. No lease or sublease shall reduce any of the obligations of the Company hereunder unless expressly approved in writing by the County.

#### **6.7. *Filing of Annual Report of Investment in Project***

The Company shall provide to the County a copy of the annual return to the Department of Revenue or equivalent showing the investment of the Company in the Project (currently, Form PT-300S). The County shall accord this information the same degree of confidentiality as is required for the Department of Revenue. The Company shall also make all other filings required from time to time by Section 12-44-90 of the Act.

#### **6.8. *Waiver of Statutorily Required Recapitulation***

Pursuant to Section 12-44-55(B) of the Act, the County and the Company and any Sponsors waive any and all compliance with any and all of the provisions, items, or requirements of Section 12-44-55.

#### **6.9. *Indemnification***

(a) Company shall and agrees to indemnify and save the County, its County Council members, officers, employees or agents who have worked on documents or matters arising out of or relating to the Project (each, an "Indemnified Party"), harmless against and from all claims by or on behalf of any person, firm, or corporation arising from the conduct or management of, or from any work or thing done, in connection with documents or matters arising out of or relating to the Project during the Term, and, Company, further, releases each Indemnified Party from and shall indemnify and save each Indemnified Party harmless against and from all claims arising during the Term from (i) any condition of the Project, (ii) any breach or default on the part of Company in the performance of any of its obligations under this Fee Agreement, (iii) any act of negligence of Company or any of its agents, contractors, servants, employees, or licensees, (iv)

any act of negligence of any assignee or sublessee of Company, or of any agents, contractors, servants, employees, or licensees of any assignee or sublessee of Company, (v) any environmental violation, condition, or effect, or (vi) the administration by any Indemnified Party of this Fee Agreement or the performance by any Indemnified Party of the County's obligations hereunder. Company shall indemnify and save each Indemnified Party harmless from and against all reasonable costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County or any other Indemnified Party, Company shall defend it in any such action, prosecution, or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that each Indemnified Party shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the performance of any act requested of it by the Company, or by reason of the operation of the Project by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if an Indemnified Party should incur any such pecuniary liability, then in such event the Company shall indemnify and hold that Indemnified Party harmless against all claims by or on behalf of any person, firm, or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding.

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

## **7. EVENTS OF DEFAULT AND REMEDIES**

### **7.1. *Events of Default by Company***

Any one or more of the following events shall constitute an "Event of Default" by Company:

(A) if default shall occur in the due and punctual payment of any Additional Payments to the County, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County;

(B) if FILOT Payments, together with any interest or penalties thereon, shall not have been paid within the maximum time that would be permitted by law if the Project were subject to *ad valorem* property taxes;

(C) if the Company shall fail to perform or comply with any other terms of this Fee Agreement, other than those referred to in the foregoing Subsections (A) or (B), and such default shall (i) continue for thirty (30) calendar days after the County has given the Company written notice of such default, or (ii) in the case of any such default that can be cured, but cannot be cured with due diligence within such thirty (30) day period, if the Company shall fail to proceed promptly and with due diligence to cure the same within such additional period as may be

necessary to complete the curing of the same with all due diligence not to exceed ninety (90) days;

(D) if the Company shall file a voluntary petition seeking an order for relief in bankruptcy; or shall be adjudicated insolvent; or shall file any petition or answer or commence a case seeking reorganization, composition, readjustment, liquidation or similar order for relief for itself under any present or future statute, law or regulation; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Company or of the Project; or shall make any general assignment for the benefit of creditors; or shall admit in writing its inability to pay its debts generally as they become due;

(E) if a petition shall be filed or a case shall be commenced against the Company seeking an order for relief in bankruptcy or any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation, and shall remain undismissed or unstayed for an aggregate of ninety (90) days (whether or not consecutive); or if any trustee, receiver or liquidator of the Company or of all or any substantial part of its properties or of the Project shall be appointed without the consent or acquiescence of the Company and such appointment shall remain unvacated or unstayed for an aggregate of ninety (90) days (whether or not consecutive); or

(F) if any material representation or warranty made by the Company herein proves untrue in any material and adverse respect as of the date of making the representation or warranty.

## **7.2. Remedies on Event of Default by Company**

Upon the occurrence of any Event of Default, the County, may, at its option, take any one or more of the following actions: (i) terminate this Fee Agreement by thirty (30) days notice in writing specifying the termination date; (ii) take whatever action at law or in equity as may appear necessary or desirable to collect the sums under Article 4 then due and thereafter to become due. In all events, if the Company fails to make Fee Payments due under Section 5.1, the County shall have the same enforcement, lien, and collection rights and remedies as it would have had for the non-payment of *ad valorem* taxes.

## **7.3. Default by County**

Upon the failure of the County to perform any obligation it may have under this Fee Agreement or the Related Documents in a timely manner, or if no time for performance is specified, then within ninety (90) days following written notice thereof from the Company to the County, the Company may pursue any remedy permitted by this Fee Agreement or available by law or in equity, including, but not limited to, specific performance or suit for *mandamus*.

# **8. MISCELLANEOUS**

## **8.1. Rights and Remedies Cumulative**

Each right, power and remedy of the County or of the Company provided for in this Fee Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Fee Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced, and the exercise by the County or by the Company of any one or more of the rights, powers or remedies provided for in this Fee Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers or remedies.

**8.2. Successors and Assigns**

The terms and provisions of this Fee Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**8.3. Notices; Demands; Requests**

All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if (a) personally delivered by any entity which provides written evidence of such delivery, or (b) sent by United States first class mail, postage prepaid (in which event notice shall be deemed to occur two (2) calendar days after the date postmarked), or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid (in which event notice shall be deemed to occur on the date on which delivery was accepted or rejected by the recipient). Notices, demands and requests shall be addressed as follows or to such other places as may be designated in writing by such party by proper notice to the other party.

(a) As to the County:

Richland County  
P.O. Box 192  
Columbia, South Carolina 29202  
Attention: County Administrator  
Telephone: (803) 576-2054  
Facsimile: (803) 576-2137

With a Copy to:

Parker Poe Adams & Berstein LLP  
1201 Main Street, Suite 1450  
Columbia, South Carolina 29201  
Attn: Michael E. Kozlarek  
Telephone: (803) 253-8924  
Facsimile: (803) 255-8017

(b) As to the Company:

Owen Steel Company, Inc.

727 Mauney Drive  
Columbia, SC 29201  
Attention: David Zalesne  
Telephone: (803) 251-7680  
Facsimile: (803) \_\_\_\_\_

With a Copy to:

McNair Law Firm, P.A.  
Post Office Box 11390  
Columbia, South Carolina 29211  
Attention: Erik P. Doerring  
Telephone: (803) 799-9800  
Facsimile: (803) 753-3277

**8.4. *Next Succeeding Business Day***

Unless otherwise expressly provided by applicable law, in any case in which the last date for action by or notice to a party falls on a Saturday, Sunday or date that is an official state or federal holiday in the place in which the address is located, then the action required or notice to be given may be made or given on the next succeeding business day with the same effect as if given as required by this Fee Agreement.

**8.5. *Applicable Law; Entire Understanding***

Except as otherwise provided by the Home Rule Act, the Act, and other applicable law, this Fee Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of South Carolina. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

**8.6. *Severability***

If any material provision of this Fee Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof unless the effect thereof would render enforcement of the remaining provisions unconscionable.

**8.7 *Execution Disclaimer***

Notwithstanding any other provision, the County is executing this Fee Agreement as statutory accommodation to assist the Company in achieving the intended benefits and purposes of the Act. The County has made no independent legal or factual investigation regarding the particulars of this transaction and it executes in reliance on representations by the Company that

this document complies with all laws and regulations, particularly those pertinent to industrial development projects in South Carolina.

**8.8. *Headings and Table of Contents; References***

The headings of the Fee Agreement and any Table of Contents or Index annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. Unless otherwise clearly indicated by the context, all references in this Fee Agreement to particular Articles, Sections or Subsections are references to the designated Articles, Sections or Subsections of this Fee Agreement.

**8.9. *Multiple Counterparts***

This Fee Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

**8.10. *Amendments***

This Fee Agreement may be amended only by a writing signed by all parties hereto.

**8.11. *Waiver***

Any party hereunder may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**8.12. *NON-DISCLOSURE OF COMPANY INFORMATION***

The County, and County Council, acknowledges and understands that the Company utilizes confidential and proprietary "state-of-the-art" manufacturing processes and techniques and that any disclosure of any information relating to such processes and techniques and the economics thereof would result in substantial harm to the Company and could thereby have a significant detrimental impact on Company and its employees. Consequently, to the extent permitted by law, the County agrees to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the nature, description and type of the machinery, equipment, processes and techniques, and financial information relating thereto ("Confidential Information"), which may be obtained from the Company, its agents or representatives, except as may otherwise expressly be required by applicable law. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose such Confidential Information to any person or entity other than in accordance with the terms of the Fee Agreement and as required by law.

**IN WITNESS WHEREOF**, the parties have executed this Fee Agreement effective as of the Commencement Date.

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Paul Livingston, Chairman, County  
Council of Richland County, South  
Carolina

**ATTEST:**

\_\_\_\_\_  
Michielle Cannon-Finch, Clerk to County Council  
Richland County, South Carolina

**OWEN STEEL COMPANY, INC.**

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

Name: \_\_\_\_\_

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



**EXHIBIT A**

**LEGAL DESCRIPTION OF REAL PROPERTY**

None.

## **EXHIBIT B**

### **DESCRIPTION OF PERSONAL PROPERTY**

All trade fixtures, furnishings, equipment, machinery, facilities and other personal property owned by Company that are purchased and used in connection with the Project.

**A RESOLUTION  
(RICHLAND COUNTY)**

IDENTIFYING A CERTAIN ECONOMIC DEVELOPMENT PROJECT TO BE LOCATED AND CONSTRUCTED IN RICHLAND COUNTY, SOUTH CAROLINA BY OWEN STEEL COMPANY, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AND AUTHORIZING A FEE AGREEMENT BY AND BETWEEN OWEN STEEL COMPANY, INC. AND RICHLAND COUNTY, SOUTH CAROLINA WHEREBY, UNDER CERTAIN CONDITIONS, RICHLAND COUNTY WILL PROVIDE CERTAIN ECONOMIC DEVELOPMENT INCENTIVES TO OWEN STEEL COMPANY, INC. TO INDUCE OWEN STEEL COMPANY, INC. TO EXPAND ITS EXISTING MANUFACTURING FACILITY LOCATED IN RICHLAND COUNTY, SOUTH CAROLINA.

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution (the "Constitution") and the Code of Laws of South Carolina, 1976, as amended, (the "Code") and the case law of the courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective industries as inducements for economic development within the County; is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code, as amended, also known as the Fee in Lieu of Tax Simplification Act (the "Act"), to acquire, or cause to be acquired, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise provided locally that provide for the exemption of such project from property taxes and provide for the payment of a fee in lieu of property taxes (a "fee agreement" as defined in the Act); and

WHEREAS, Owen Steel Company, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Company"), desires to expand its existing manufacturing facility located within the County (the "Facility") including but not limited through the construction of a new building(s), the expansion of an existing building(s), and/or the addition of machinery and equipment at the Facility (the "Project"); and

WHEREAS, based on the information provided by the Company, the County has determined that the Project would directly and substantially benefit the general public welfare of the County by providing the creation of jobs and employment, the increase of ad valorem tax base,

service, employment, or other public benefits not otherwise provided locally; that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and that the benefits of the Project will be greater than the costs; and

WHEREAS, the County Council, having heard the particulars of the Project, wishes to reflect and identify the Project for purposes of §12-44-40(D), and other relevant provisions, of the Act.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Richland County, South Carolina (the "County Council") as follows:

Section 1. Identification of Project. The Project, on the terms and conditions set forth on the record and as heard by the County Council, is hereby reflected and identified for purposes of the Act.

Section 2. Fee-in-Lieu-of-Tax Arrangement. The County shall consider granting the Company a fee-in-lieu-of-tax arrangement.

Section 3. Fee Agreement. The provisions, terms, and conditions of a fee agreement (the "Fee Agreement"), under and pursuant to the Act by and between the County and the Company, shall be prescribed and authorized by subsequent ordinance of the County Council which shall be consistent with the terms of this Resolution.

Section 4. Procedural Requirements. The County Council will comply with the provisions of the Home Rule Act and the Code and Constitution regarding the procedural requirements for adopting all required ordinances and resolutions.

Section 5. Effectiveness of Resolution. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 6. Official Action. It is the intention of the County Council that this Resolution and the Fee Agreement attached hereto, the content, terms, and provisions of which are hereby incorporated by reference herein as fully as set forth verbatim, shall constitute an official action on the part of the County within the meaning of any statute or other legislative enactment relating to the provision of incentives including, without limitation, the approval of a fee-in-lieu-of-tax agreement for the inducement of economic development projects.

Adopted in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_ 2010.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Paul Livingston, Chairman, County Council of  
Richland County, South Carolina

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Michielle Cannon-Finch, Clerk to County  
Council of Richland County,  
South Carolina



# Richland County Council Request of Action

**Subject**

Financial System access for Council Members **[WASHINGTON] [PAGES 276-277]**

## DRAFT

Guidelines for Council use of the IFAS Program:

Provide “Read Only” and individual council account access to IFAS software for council members.

The IFAS Software will allow council members to perform the following types of budget analysis:

- Analyses current or prior-year budget
- Review actual expenditure information
- Track revenue information
- Run “what if” scenarios using the budget module
- Review at individually budgeted items
- Create trend analysis from current and prior year actuals.
- Print or download budget preparation documents
- Track budgets thought-out the current year



# *Richland County Government*

County Administration Building  
2020 Hampton Street  
P.O. Box 192  
Columbia, SC 29202



Phone: (803) 576-2050  
Fax: (803) 576-2137  
TDD: (803) 748-4999

## *Office of the County Administrator*

To: Richland County Rules Committee  
From: County Administrator *[Signature]*  
Date: 10-15-01  
Subject: IFAS

Recommend that the Council have full read only access to all IFAS modules with the exception of the personnel module. The Committee agreed to exclude the personnel module at its last Committee meeting. The personnel module includes, but is not limited to, individual employee salaries, workers compensation information, EEOC information, personal wage distributions such as garnishments, and employee health insurance and medical information.

If adopted by Council, the Council would, of course, have access to aggregate salary information for each department, as well as detailed information for all other expenditure line items in each department's budget.

# Richland County Council Request of Action

## **Subject**

To change Section 18-1 to eliminate the underlined and italicized wording shown below-

### **Section 18-1. Discharge of firearms in certain areas unlawful.**

(b) *Within three hundred yards of the property boundaries of any dwelling business, or subdivision.* It shall be unlawful for any person in the unincorporated area of the county to discharge any rifle, gun, pistol, revolver, or other similar instrument from or by means of which any bullet, shot, or other missile of any kind may be projected within three hundred (300) yards of any building used as a dwelling or business, or within the boundaries of any subdivision or within three hundred (300) yards of any subdivision, as that term is defined in Sec. 26-22 of this Code. This subsection shall not apply to a peace officer or member of the armed forces of the United States of any authorized gun club, or in the lawful defense of the life or property. *This subsection also shall not apply to hunting or other lawful use of firearms by persons while upon their own property, nor shall this subsection apply to persons hunting or otherwise lawfully discharging firearms on another person's property with the landowner's express permission.*

**[MALINOWSKI]**

# Richland County Council Request of Action

**Subject**

Any changes made in any way to an item coming to council from a committee of previous council meeting, to include consent items, must not be placed on the consent agenda in order to make council aware the item is not exactly the same. **[MALINOWSKI]**

# Richland County Council Request of Action

**Subject**

Council will schedule at a minimum Quarterly 1/2 Day Work Sessions to coincide with the receipt of the 50 plus page Quarterly Strategic Plan Update and 24 associated annual goals or dispose of the plan and subsequent reports.

**[MANNING]**

# Richland County Council Request of Action

**Subject**

When vacancies are identified on Richland County Boards and/or Commissions that require actions of County Council to fill, the Clerk assignd to advertise and process applications for these positions will notify the Executive Director and/or Chairman of the Board of the agency, Board or Commission either by telephone, email or regular mail prior to postiong the public announcement of the vacancy. (Rules & Appointments Committee) [**PEARCE**]

# Richland County Council Request of Action

**Subject**

A Resolution to appoint and commission Lynn C. McGarey as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County **[PAGE 283]**



# Richland County Council Request of Action

**Subject**

Must Pertain to Items Not on the Agenda