



RICHLAND COUNTY COUNCIL REGULAR SESSION AGENDA

**FEBRUARY 3, 2009
6:00 PM**

CALL TO ORDER

HONORABLE PAUL LIVINGSTON, CHAIR

INVOCATION

HONORABLE VALERIE HUTCHINSON

PLEDGE OF ALLEGIANCE

HONORABLE VALERIE HUTCHINSON

Citizen's Input

1. Must Pertain to Items Not on the Agenda

Approval Of Minutes

2. Special Called: January 22, 2009 [PAGES 10-16]
3. Zoning Public Hearing: January 27, 2009 [PAGES 18-21]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

4.
 - Economic Development Committee Items
 - CMRTA Proposed MOU
 - Personnel Matter

Report Of The County Administrator

5.
 - Airport Manager Status
 - Rowing Club MOU
 - Economic Development Strategic Plan Update
 - Strategic Plan Half-Day Mini Retreat
 - Comprehensive Plan Update

Report Of The Clerk Of Council

6.
 - Agenda Software Update

Report Of The Chairman

7.
 - Personnel Matter

Open/Close Public Hearings

8.
 - Project Loop [Spirax Sarco]
 - Richland County Strategic Plan
 - An Ordinance Amending the Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-16, Yard Trash and other Household Articles

Approval Of Consent Items

9.
 - An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; so as to permit "Day Care, Adult, Home Occupation (5 or less)"; "Day Care Centers, Adult"; "Day Care, Child, Family Day Care, Home Occupation (5 or less)"; and "Day Care Centers, Child, Licensed Centers"; in various zoning districts with special requirements [**SECOND READING**]
 - An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-186, Green Code Standards; Subsection (H), Development Standards; Paragraph (1); so as to reduce the minimum required subdivision size to two acres [**SECOND READING**]
 - An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-83, Establishment of Zoning Districts; Subsection (E), Neighborhood Master Plan Overlay Districts; so as to establish a district entitled "DBWP Decker Boulevard/Woodfield Park Redevelopment Overlay District" [**SECOND READING**]
 - An Ordinance Allowing Owners (or their agents) of certain parcels of land within the Decker Boulevard/Woodfield Park Area of Richland County, South Carolina, to make application for the use of the Development Standards of the "DBWP Decker Boulevard/Woodfield Park Neighborhood Redevelopment Overlay District" [**SECOND READING**]
 - An Ordinance Amending the Imagine Richland 2020 Comprehensive Plan, adopted on May 3, 1999, by incorporating the "Candlewood Neighborhood Master Plan" into the northeast planning area [**SECOND READING**]
 - Request to accept a conservation easement from Mr. Kenneth Clark to protect 18 acres in northwest Richland County near the Broad River and I-20
 - Request to accept a conservation easement from Mr. Ralph Pearson to protect 7 acres in northwest Richland County near the Broad River off Wash Lever Road
 - An Ordinance Authorizing a quit-claim deed to Community Assistance Provider, Inc. for a certain parcel of land on the south side of Sugar Hill Lane [**FIRST READING**]
 - An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article I, in general; and Article II, Administration [**FIRST READING**]
 - Request to approve an amendment to the lease agreement between Richland County and Palmetto Health Alliance
 - An Ordinance Amending the Richland County Code of Ordinances, Chapter 1, General Provisions, so as to add a new section regulating the naming of buildings [**FIRST READING**]
 - Budget Amendment (\$84,877) to cover a deficit for overtime, part-time employment, and operating expenses in the Board of Voter Registration Department [**FIRST READING**]

Third Reading Items

10. Alternative Dirt Road Paving Program/Ordinance to permit adoption of countywide dirt road paving program standards [**PAGES 28-32**]
11. An Ordinance Authorizing the Execution and Delivery of a fee in lieu of tax agreement between Richland County, South Carolina, and Project Loop [Spirax Sparco]; and other matters relating thereto including, without limitation, payment of a fee in lieu of taxes [**PAGES 34-67**]

12. An Ordinance Amending the Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-16, Yard Trash and other Household Articles [PAGES 69-74]

Second Reading Items

13. 08-39MA
Martha Crawford
RU to OI (3 Acres)
Child Care Facility
17800-03-30 & 31
1235 Trading Post Rd. [PAGES 76-77]
14. *An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; so as to permit "Day Care, Adult, Home Occupation (5 or less)"; "Day Care Centers, Adult"; "Day Care, Child, Family Day Care, Home Occupation (5 or less)"; and "Day Care Centers, Child, Licensed Centers"; in various zoning districts with special requirements [CONSENT][PAGES 79-85]*
15. *An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-186, Green Code Standards; Subsection (H), Development Standards; Paragraph (1); so as to reduce the minimum required subdivision size to two acres[CONSENT]PAGE 87]*
16. *An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-83, Establishment of Zoning Districts; Subsection (E), Neighborhood Master Plan Overlay Districts; so as to establish a district entitled, "DBWP Decker Boulevard/Woodfield Park Redevelopment Overlay District"[CONSENT][PAGES 89-99]*
17. *An Ordinance Allowing Owners (or their agents) of certain parcels of land within the Decker Boulevard/Woodfield Park Area of Richland County, South Carolina, to make application for the use of the development standards of the "DBWP Decker Boulevard/Woodfield Park Neighborhood Redevelopment Overlay District"[CONSENT][PAGES 101-109]*
18. *An Ordinance Amending the Imagine Richland 2020 Comprehensive Plan, adopted on May 3, 1999, by incorporating the "Candlewood Neighborhood Master Plan" into the northeast planning area[CONSENT][PAGES 111-112]*

Report Of Development And Services Committee

19. *Request to accept a conservation easement from Mr. Kenneth Clark to protect 18 acres in northwest Richland County near the Broad River and I-20[CONSENT][PAGES 114-127]*
20. *Request to accept a conservation easement from Mr. Ralph Pearson to protect 7 acres in northwest Richland County near the Broad River off Wash Lever Road [CONSENT][PAGES*

129-143]

21. *An Ordinance Authorizing a quit-claim deed to Community Assistance Provider, Inc. for a certain parcel of land on the south side of Sugar Hill Lane*[CONSENT][PAGE 145]

Report Of Administration And Finance Committee

22. *An Ordinance Amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, in general; Section 16-19, Appeals; and Section 16-22, Penalties; so as to amend the appeals process* [PAGES 147-149]
23. *An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article I, in general; and Article II, Administration*[CONSENT][PAGES 151-171]
24. *Request to approve an amendment to the lease agreement between Richland County and Palmetto Health Alliance*[CONSENT][PAGES 173-174]
25. *An Ordinance Amending the Richland County Code of Ordinances, Chapter 1, General Provisions, so as to add a new section regulating the naming of buildings*[CONSENT][PAGES 176-177]
26. *Budget Amendment (\$84,877) to cover a deficit for overtime, part-time employment, and operating expenses in the Board of Voter Registration Department*[CONSENT]

Report Of Economic Development Committee

27. *Policy Regarding Project Code Names and Public Hearings* [PAGE 180]

Report Of Rules And Appointments Committee

1. NOTIFICATION OF VACANCIES

28.
 - Accommodations Tax Committee - 3
 - Employee Grievance Committee -2
 - Hospitality Tax Committee - 2

2. Notification Of Appointments

- 29. Accommodations Tax Advisory Committee - 2
- 30. Airport Commission - 3 [**PAGES 184-187**]
- 31. Board of Assessment Control - 1
- 32. Planning Commission - 2 [**PAGES 190-207**]
- 33. Township Auditorium Board - 1 [**PAGES 209-210**]

3. Rule Changes

- 34. Council Individual Discretionary Accounts [**PAGE 212**]
- 35. Revised Application Form [**PAGES 214-215**]
- 36. Electronic Participation [**PAGE 217**]

Other Items

- 37. Budget Calendar [**PAGES 219-220**]
- 38. Rowing Club MOU
- 39. Richland County Strategic Plan [**PAGES 223-233**]

Old Business

Citizen's Input

- 40. For Items on the Agenda Not Requiring a Public Hearing

Executive Session

41.

Motion Period

42.

Adjournment



Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

Richland County Council Request of Action

Subject

Special Called: January 22, 2009 [PAGES 10-16]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

MINUTES OF



RICHLAND COUNTY COUNCIL SPECIAL CALLED MEETING THURSDAY, JANUARY 22, 2009 6:00 p.m.

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

MEMBERS PRESENT:

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

OTHERS PRESENT – Michelle Cannon-Finch, Milton Pope, Tony McDonald, Roxanne Matthews, Joe Cronin, Stephany Snowden, Jennifer Dowden, Tamara King, Larry Smith, Daniel Driggers, Dale Welch, Latausha Hopper, Anna Almeida, Jennie Sherry-Linder, Geo Price, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:03 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

PRESENTATION

City Year – City Year gave a brief update on their program.

CITIZENS' INPUT

No one signed up to speak.

APPROVAL OF MINUTES

Special Called: December 30, 2008 – Mr. Jeter moved, seconded by Ms. Hutchinson, to approve the minutes as amended. The vote in favor was unanimous.

Regular Session: January 6, 2009 – Mr. Pearce moved, seconded by Ms. Hutchinson, to approve the minutes as amended. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. Pope stated that he had received a letter from Thomas Lavender, Jr. of Nexsen Pruet regarding the stormwater ordinances that are currently on the January Zoning Public Hearing agenda. Mr. Lavender has requested that the public hearing be deferred until the February Zoning Public Hearing.

Mr. Pearce moved, seconded by Ms. Hutchinson, to add this item to the motion period. The vote in favor was unanimous.

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

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

The following items were potential Executive Session items:

- a. **Treasurer/Auditor Compensation Update**
- b. **Allied Waste Settlement Agreement**
- c. **Approval of 2009 Retreat Items: Personnel Matter**

REPORT OF THE COUNTY ADMINISTRATOR

United Way Campaign Update – Ms. Tamara King gave a brief update on the contributions by Richland County employees to the United Way.

Treasurer/Auditor Compensation Update – This item was taken up during Executive Session.

Allied Waste Settlement Agreement – This item was taken up during Executive Session.

Richland County Organizational Chart Update – Mr. Pope stated that an updated organizational chart was distributed to Council.

Condolences for Sparty Hammett – Mr. Pope stated that Mr. Hammett's mother had passed away and arrangements would be forthcoming.

REPORT OF THE CLERK OF COUNCIL

Agenda Software Update – Mr. Dale Welch from IT gave Council a brief update on the agenda software and Mr. Livingston requested that staff come back with a recommendation as to the disadvantages and advantages of proceeding with the current software.

Bobby Gist Roast & Toast, Seawell's, February 27th at 6:00 p.m. – Ms. Finch stated that the Roast & Toast for Bobby Gist would be February 27th at Seawell's. Council members interested in tickets are to contact the Clerk of Council's Office.

Secretary of State Certification of Newly Elected Council Members – Ms. Finch presented the newly elected Council members with their certificates of certification.

REPORT OF THE CHAIRMAN

2009 Committee Liaison Assignments – Mr. Livingston stated that the 2009 Committee assignments have been made, although there may be minor adjustments.

PUBLIC HEARING ITEMS

None.

APPROVAL OF CONSENT ITEMS

- **An Ordinance Amending the Fiscal Year 2008-2009 General Fund Annual Budget to decrease Business License revenue by one million five hundred and thirty-six thousand (\$1,536,000) due to fee adjustments and appropriate undesignated General Fund Balance of one million five hundred and thirty-six thousand (\$1,536,000) to offset** – Mr. Pearce moved, seconded by Ms. Hutchinson, to approve this item. The vote in favor was unanimous.

THIRD READING ITEMS

Alternative Dirt Road Paving Program/Ordinance to permit adoption of countywide dirt road paving program standards – Ms. Dickerson moved, seconded by Mr. Jeter, to defer this item until the February 3rd Council meeting. Ms. Smith requested that the Flexibility in Highway Design published by the Federal Highway Administration be researched and to have staff bring information back to Council.

A discussion took place.

The vote in favor was unanimous.

OTHER ITEMS

Report of Joint City/County Transit Ad Hoc Committee

- a. **An Ordinance Amending the Richland County Code of Ordinances; Chapter 23, Taxation; Article VI, Local Hospitality Tax; so as to temporarily suspend the collection of a portion of the Hospitality Tax (By Title Only)** – Ms. Dickerson moved, seconded by Ms. Hutchinson, to approve this item. A discussion took place.

<u>In Favor</u>	<u>Oppose</u>
Pearce	Malinowski
Hutchinson	Jackson
Jeter	Manning
Livingston	Kennedy
Dickerson	
Smith	
Washington	

- b. **An Ordinance Amending the Fiscal Year 2008-2009 Road Maintenance Budget, so as to increase the Road Maintenance Fee and appropriate such increase in funds for Mass Transit (By Title Only)** – Ms. Dickerson moved, seconded by Mr. Jeter, to approve this item. A discussion took place.

<u>In Favor</u>	<u>Oppose</u>
Pearce	Malinowski
Hutchinson	Jackson
Jeter	Manning
Livingston	Kennedy
Dickerson	
Smith	
Washington	

- c. **Direct Staff to develop a draft agreement among the three parties (Richland County, City of Columbia and the CMRTA) outlining the terms and conditions of funding, and to bring this draft agreement back to County Council during the first meeting in February** – Ms. Dickerson moved, seconded by Ms. Hutchinson, to approve this item. The vote in favor was unanimous.

Approval of 2009 Retreat Items – Ms. Dickerson moved, seconded by Ms. Hutchinson, to approve this item as amended. The vote in favor was unanimous.

CITIZENS' INPUT

Mr. Wayne Kirby spoke regarding the smoking ban.

EXECUTIVE SESSION ITEMS

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Council went into Executive Session at approximately 7:53 p.m. and came out at approximately 8:54 p.m.
=====

- a. **Treasurer/Auditor Compensation Update** – No action was taken.
- b. **Allied Waste Settlement Agreement** – No action was taken.
- c. **Approval of 2009 Retreat Items** – No action was taken.

MOTION PERIOD

Harambee Funding Request – Mr. Livingston referred this item to the A&F Committee.

Resolution Honoring Ms. Katherine Bellfield for her community service – Mr. Pearce moved, seconded by Mr. Jeter, to adopt a resolution honoring Ms. Bellfield. The vote in favor was unanimous.

Resolution Honoring Mr. Bernie McGuire for his 30 years of service to Richland County by running the Parklane Tennis Center – Mr. Hutchinson moved, seconded

by Ms. Dickerson, to adopt a resolution honoring Mr. McGuire. The vote in favor was unanimous.

Motion requesting staff to identify the green spaces in Richland County and their current zoning designations to see if they qualify for rezoning under the TROS zoning – This item was referred to the D&S Committee.

Zoning Public Hearing re: Stormwater Ordinance -- The Zoning Public Hearing on this item was deferred until the February Zoning Public Hearing.

Richland County be responsible for 25% of the bus finances and the City of Columbia 75% and that Richland County not raise the vehicle registration fee more than \$10 per vehicle per person. Meaning if someone owns more than one vehicle they only pay for one. This will cover the County and the City will take responsibility to fund their part – This item will be addressed at 2nd Reading of the CMRTA funding ordinances.

Repeal the Business License fee as it hurts recruiting business to Richland County – This item was referred to the A&F Committee.

To purchase property in Lower Richland for tourism related activities with Hospitality Tax funds – This item was referred to the A&F Committee.

ADJOURNMENT

The meeting adjourned at approximately 9:10 p.m.

Paul Livingston, Chair

Damon Jeter, Vice-Chair

Gwendolyn Davis Kennedy

Joyce Dickerson

Valerie Hutchinson

Norman Jackson

Bill Malinowski

Jim Manning

L. Gregory Pearce, Jr.

Kit Smith

Kelvin E. Washington, Sr.

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

Zoning Public Hearing: January 27, 2009 [PAGES 18-21]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

MINUTES OF



RICHLAND COUNTY COUNCIL ZONING PUBLIC HEARING TUESDAY, JANUARY 27, 2009 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.

MEMBERS PRESENT:

Chair	Paul Livingston
Vice-Chair	Damon Jeter
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 E. Washington, Sr.

Absent Gwendolyn Davis Kennedy

OTHERS PRESENT: Michielle Cannon-Finch, Anna Almeida, Amelia Linder, Tiaa Rutherford, Suzie Haynes, Jennie Sherry-Linder, Milton Pope, Sparty Hammett, Teresa Smith, Dwight Hanna, Larry Smith, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 7:04 p.m.

ADDITIONS/DELETIONS TO AGENDA

Ms. Almeida stated that the text amendment entitled “An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to improve Richland County’s water quality, protect the environment, and comply with the County’s National Pollution Discharge Elimination System (NPDES) permit requirements” needed to be deferred until the February Zoning Public Hearing and the title to the text amendment entitled “An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; so as to permit “Day Care, Adult, Home Occupation (6 or less)”; “Day Care Centers, Adult”; “Day Care, Child, Family Day Care, Home Occupation (6 or less)”; and “Day Care Centers, Child, Licensed Centers”; in various zoning districts with special requirements” has been amended.

TEXT AMENDMENTS

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; so as to improve Richland County’s Water Quality, protect the environment, and comply with the County’s National Pollution Discharge Elimination System (NPDES) permit requirements – Ms. Dickerson moved, seconded by Mr. Jeter, to defer Second Reading on this item until the February 24th Zoning Public Hearing. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; so as to permit “Day Care, Adult, Home Occupation (5 or less)”; “Day Care Centers, Adult”; “Day Care, Child, Family Day Care, Home Occupation (5 or less)”; and “Day Care Centers, Child, Licensed Centers”; in various zoning districts 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.

Ms. Dickerson moved, seconded by Ms. Hutchinson, to give First Reading approval to this item. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-186, Green Code Standards; Subsection (H), Development Standards; Paragraph (1); so as to reduce the minimum required subdivision size to two acres

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Dickerson moved, seconded by Ms. Hutchinson, to give First Reading approval to this item. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-83, Establishment of Zoning Districts; Subsection (E), Neighborhood Master Plan Overlay Districts; so as to establish a district entitled, "DBWP Decker Boulevard/Woodfield Park Redevelopment Overlay District"

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Manning moved, seconded by Ms. Dickerson, to give First Reading approval to this item. The vote in favor was unanimous.

An Ordinance Allowing Owners (or their agents) of certain parcels of land within the Decker Boulevard/Woodfield Park area of Richland County, South Carolina, to make application for the use of the Development Standards of the "DBWP Decker Boulevard/Woodfield Park Neighborhood Redevelopment Overlay District"

Mr. Livingston opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Manning moved, seconded by Ms. Dickerson, to give First Reading approval to this item. The vote in favor was unanimous.

An Ordinance Amending the Imagine Richland 2020 Comprehensive Plan, adopted on May 3, 1999, by incorporating the "Candlewood Neighborhood Master Plan" into the northeast planning area

Mr. Livingston opened the floor to the public hearing.

Mr. Leroy Tyson spoke in favor of this item.

The floor to the public hearing was closed.

Ms. Hutchinson moved, seconded by Ms. Dickerson, to give First Reading approval to this item. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 7:14 p.m.

Submitted respectfully by,

Paul Livingston
Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

- Economic Development Committee Items
- CMRTA Proposed MOU
- Personnel Matter

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject

- Airport Manager Status
- Rowing Club MOU
- Economic Development Strategic Plan Update
- Strategic Plan Half-Day Mini Retreat
- Comprehensive Plan Update

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject

- Agenda Software Update

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

Richland County Council Request of Action

Subject

- Personnel Matter

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

Richland County Council Request of Action

Subject

- Project Loop [Spirax Sarco]
- Richland County Strategic Plan
- An Ordinance Amending the Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-16, Yard Trash and other Household Articles

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject

Alternative Dirt Road Paving Program/Ordinance to permit adoption of countywide dirt road paving program standards [**PAGES 28-32**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

ORIGINAL STAFF RECOMMENDATION

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-09HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES, SO AS TO ADD NEW LANGUAGE RELATED TO ROAD PAVING.

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

SECTION I. The Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Section 21-3, Definitions; is hereby amended by the addition of the following language:

- (m) *Alternative Maintenance Paving.* A County paving program by which qualifying light duty/low volume unpaved public roads may be paved using non standard paving or treatment methods.
- (n) *Light Duty/Low Volume Unpaved Road.* Unpaved roads with average daily traffic limited at 400 vehicles per day.

SECTION II. The Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Section 21-20, Road paving program; is hereby amended by the addition of the following language:

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

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

- a) The paving section would be over the existing, road bed only.
- b) The existing road bed/width must be a minimum of 22 feet to allow for two 11 foot travel lanes.
- c) The road must be less than or equal to one half (1/2) mile in length.
- d) The road must not have horizontal or vertical curve alignment problems and must meet American Association of State Highway and Transportation Officials (AASHTO) Guidelines.
- e) Roads up to one mile may be considered at the discretion of the Public Works Director if they meet all criteria except c).

(2) Alternative Surface Treatment allows for the placement of materials other than asphalt as the travel surface for road ways. Types of Alternative Surface Treatment may include:

- Triple treatment Surface course
- Rubberized Asphalt
- Milled Asphalt

Alternative Surface Treatment may be used on low volume/light duty dirt roads that meet the following criteria:

- a) The paving section would be over the existing, road bed only.

ORIGINAL STAFF RECOMMENDATION

- b) The existing road bed/width must be a minimum of 22 feet to allow for two 11 foot travel lanes.
- c) The road must be less than or equal to one half (1/2) mile in length.
- d) The road must not have horizontal or vertical curve alignment problems and must meet American Association of State Highway and Transportation Officials (AASHTO) Guidelines.
- e) Roads up to one mile may be considered at the discretion of the Public Works Director if they meet all criteria except c).

(3) Roads in the Alternative Maintenance Paving Program maybe improved by geographical location in lieu of the priority list referenced in the aforementioned section of this ordinance to reduce mobilization cost. The decision shall be at the discretion of the Director of Public Works.

(4) In order to incorporate community input before roads are paved, DPW will Contact property owners on roads known to have right of way to determine interest in the improvement. If 80% concur (conforms to Section 21-5 (h)) proceed with improvements. Roads where owners do not support the improvement will be reported to council.

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

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

SECTION V. Effective Date. This ordinance shall be enforced from and after _____, 2009.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chairperson

ATTEST THIS THE _____ DAY
OF _____, 2009

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:
Public Hearing:
Second Reading:
Third Reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-09HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES, SO AS TO ADD NEW LANGUAGE RELATED TO ROAD PAVING.

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

SECTION I. The Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Section 21-3, Definitions; is hereby amended by the addition of the following language:

- (m) *Alternative Maintenance Paving.* A County paving program by which qualifying light duty/low volume unpaved public roads may be paved using non standard paving or treatment methods.
- (n) *Light Duty/Low Volume Unpaved Road.* Unpaved roads with average daily traffic limited at 400 vehicles per day.

SECTION II. The Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Section 21-20, Road paving program; is hereby amended by the addition of the following language:

- (i) The Alternative Maintenance Paving Program shall consist of two categories, Pave-In-Place and Alternative Surface Treatment, which are defined as follows:
 - (1) The Pave-In-Place Program shall allow for the placement of hot mix asphalt on low volume/light duty dirt roads that meet the following criteria:
 - a) The road must be within a publicly dedicated right-of-way of a minimum width of 50 feet. A right-of-way width of no less than 30 feet may be considered if in the judgment of the Director of Public Works a safe roadway with adequate drainage may be constructed.
 - b) The road base may be reinforced by the use of Portland cement stabilization of the in-place materials or other stabilization products determined by the Director of Public Works to be equal or better.
 - c) The road to be improved shall not interconnect existing streets or serve developable vacant land that would result in the potential of exceeding 400 vehicles per day. The road shall not serve existing businesses or vacant land zoned for business uses that would generate traffic exceeding 400 vehicles per day or truck traffic exceeding 24 vehicles per day.
 - d) Roads improved under this ordinance may conform to AASHTO Guidelines for Geometric Design of Very Low-Volume Local Roads (2001) for horizontal and vertical alignment if determined by the Director of Public Works to be appropriate for the local situation.
 - e) Roadway bases reinforced by the above method shall be overlaid with 1½ inches of hot mix asphalt surface course. The paved surface width shall be no less than 22 feet. A pavement width of no less than 18 feet may be considered if in the judgment of the Director of Public Works a safe roadway with adequate drainage

STAFF RECOMMENDATION BASED ON COUNCIL RETREAT DISCUSSION

may be constructed.

(2) Alternative Surface Treatment allows for the placement of materials other than asphalt as the travel surface for road ways. Types of Alternative Surface Treatment may include:

- Triple treatment Surface course
- Rubberized Asphalt
- Milled Asphalt

(3) Roads in the Alternative Maintenance Paving Program maybe improved by geographical location in lieu of the priority list referenced in the aforementioned section of this ordinance to reduce mobilization cost. The decision shall be at the discretion of the Director of Public Works.

(4) In order to incorporate community input before roads are paved, DPW will Contact property owners on roads known to have right of way to determine interest in the improvement. If 75% concur (conforms to Section 21-5 (h)) proceed with improvements. Roads where owners do not support the improvement will be reported to council.

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

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

SECTION V. Effective Date. This ordinance shall be enforced from and after _____, 2009.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chairperson

ATTEST THIS THE _____ DAY

OF _____, 2009

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:
Public Hearing:
Second Reading:
Third Reading:

IF THE COUNCIL ELECTS TO APPOINT A COMMISSION, AS IS SUGGESTED BY THE GEOMETRICS STUDY, THE STAFF RECOMMENDS THAT THE COMMISSION'S ROLE BE AS FOLLOWS:

Road Transportation Commission – A thirteen member Road Transportation Commission will be appointed by the County Council to coordinate between the County Administrator and the County Council on the implementation of the alternative road paving program. Specifically, the Commission would serve as a facilitator in the process by notifying and working with residents whose roads have been determined to qualify for the alternative paving program and by assisting with the acquisition of rights-of-way.

Richland County Council Request of Action

Subject

An Ordinance Authorizing the Execution and Delivery of a fee in lieu of tax agreement between Richland County, South Carolina, and Project Loop [Spirax Sparco]; and other matters relating thereto including, without limitation, payment of a fee in lieu of taxes [**PAGES 34-67**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

FEE AGREEMENT

between

RICHLAND COUNTY, SOUTH CAROLINA

and

SPIRAX SARCO, INC.
a Delaware Corporation

Dated as of February 3, 2009

The County and the Company hereby agree to waive, to the full extent allowed by law, the requirements of Section 12-44-55 with regard to the Fee Agreement for the Project, to the extent and so long as the Company makes and continues to make all other filings with the County required by the Act.

TABLE OF CONTENTS
[to be updated]

	Page
Recitals.....	1
ARTICLE I DEFINITIONS	3
ARTICLE II REPRESENTATIONS AND WARRANTIES	
Section 2.1 Representations of the County	7
Section 2.2 Representations of the Company.....	9
ARTICLE III COMMENCEMENT AND COMPLETION OF THE PROJECT	
Section 3.1 The Project.....	9
Section 3.2 Diligent Completion	9
ARTICLE IV PAYMENTS IN LIEU OF TAXES	
Section 4.1 Negotiated Payments	10
Section 4.2 Infrastructure Credits	12
Section 4.3 Cost of Completion.....	13
Section 4.4 Payments in Lieu of Taxes on Replacement Property	13
Section 4.5 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty	15
Section 4.6 Place and Allocation of Payments in Lieu of Taxes	15
Section 4.7 Removal of Equipment.....	15
Section 4.8 Damage or Destruction of Project.....	16
Section 4.9 Condemnation.....	16
Section 4.10 Maintenance of Existence	17
Section 4.11 Indemnification Covenants.....	17
Section 4.12 Confidentiality/Limitation on Access to Project.....	19
Section 4.13 Assignment and Subletting.....	20
Section 4.14 Events of Default	20
Section 4.15 Remedies on Default	20
Section 4.16 Remedies Not Exclusive	21
Section 4.17 Reimbursement of Legal Fees and Expenses.....	21
Section 4.18 Reimbursement of County’s Expenses	21
Section 4.19 No Waiver.....	22
ARTICLE V MISCELLANEOUS	
Section 5.1 Notices	22
Section 5.2 Binding Effect.....	23
Section 5.3 Counterparts.....	23
Section 5.4 Governing Law	23
Section 5.5 Headings	24
Section 5.6 Amendments.....	24

Section 5.7 Further Assurance..... 24
Section 5.8 Severability 24
Section 5.9 Limited Obligation 24
Section 5.10 Limited Obligation 25
Section 5.11 Force Majeure..... 25

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of February 3, 2009, by and between RICHLAND COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Richland County Council (the "County Council") as the governing body of the County, and SPIRAX SARCO, INC. (the "Company"), a corporation duly incorporated and existing under the laws of the State of Delaware.

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property, to induce such industries to locate in the State and to encourage industries now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to the Act, based on information provided by the Company, the County finds that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to an Inducement Agreement effective December 2, 2008 (referred to herein as the

"Inducement Agreement") authorized by a resolution adopted by the County Council on December 2, 2008 (referred to herein as the "Inducement Resolution"), the Company has agreed to acquire by construction, lease, purchase, lease or otherwise a manufacturing facility for the manufacturing and production of steam generation equipment (the "Facility") which is located in the County, which would consist of the acquisition, construction, installation, expansion, improvement, design and engineering, in phases, of additional or improved machinery and equipment, buildings, improvements or fixtures which will constitute the project (the "Project"). The Project in the Park in the County involves an initial investment of at least \$15,000,000 in fee in lieu of tax expenditures otherwise subject to ad valorem taxes except for the fee granted herein, within five (5) years of the end of the calendar year in which this Fee Agreement is executed and qualifies as Project under the Act.

Pursuant to an Ordinance adopted on February 3, 2009 (the "Fee Ordinance"), as an inducement to the Company to develop the Project and at the Company's request, the County Council authorized the County to enter into a Fee Agreement with the Company which identifies the property comprising the Project as Economic Development Property (as defined in the Act) under the Act subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County:

ARTICLE I
DEFINITIONS

The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

"Act" shall mean Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Authorized Company Representative" shall mean any person designated from time to time to act on behalf of the Company by its President or one of its vice presidents, its chief executive officer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President, one of its vice presidents, its chief executive offer, its general counsel, its treasurer or any assistant treasurer, its secretary or any assistant secretary. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

"Authorized County Representative" shall mean the person or persons at the time designated to act on behalf of the County by written certificate furnished to the Company containing the specimen signature of such person and signed on behalf of the County by the Clerk of the County Council.

"Chairman" shall mean the Chairman of the County Council of Richland County, South Carolina.

"Clerk to County Council" shall mean the Clerk to the County Council of Richland County, South Carolina.

"Closing" or "Closing Date" shall mean the date of the execution and delivery hereof.

"Code" shall mean the Code of Laws of South Carolina, 1976, as amended.

"Company" shall mean Spirax Sarco, Inc., a Delaware corporation duly qualified to transact business in the State.

"County" shall mean Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

"County Council" shall mean the Richland County Council, the governing body of the County.

"Diminution of Value" in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.7 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement.

"Economic Development Property" shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its required annual filing of a SCDOR PT-100, PT-300 or comparable form with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company.

"Equipment" shall mean all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures constitute Economic Development Property and thus become a part of the Project under this Fee Agreement.

"Event of Default" shall mean any Event of Default specified in Section 4.14 of this Fee Agreement.

"Facility" shall mean any such facility that the Company may cause to be constructed, acquired, modified or expanded in Richland County, South Carolina on the land described in Exhibit "A" attached hereto.

"Fee Agreement" shall mean this Fee Agreement.

"Fee Term" or "Term" shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

"FILOT Revenues" shall mean the payments in lieu of taxes which the Company is obligated to pay to the County pursuant to Section 4.1 hereof.

"Improvements" shall mean improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Fee Agreement.

"Inducement Agreement" shall mean the Inducement Agreement entered into between the County and the Company, effective December 2, 2008, as authorized by the Inducement Resolution.

"Inducement Resolution" shall mean the resolution of the County Council adopted on December 2, 2008, authorizing the County to enter into the Inducement Agreement.

“Infrastructure Credits” shall mean those credits against the fee in lieu of tax payments to be made by the company to the County as authorized by Section 4-1-175 of the Code and Section 4.2 hereof.

"Investment Period" shall mean the period commencing with the first day of economic development property is acquired hereunder ending on December 31, 2014.

"Phase" or "Phases" in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

"Phase Termination Date" shall mean with respect to each Phase of the Project the day twenty years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31, 2033.

"Project" shall mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases, which shall constitute expansions or improvements of the Facility. The Project involves an initial investment of sufficient sums to qualify under the Act.

"Real Property" shall mean real property, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such shall become a part of the Project under the terms of this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

"Removed Components" shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project

with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) of this Fee Agreement.

"Replacement Property" shall mean any property which is placed in service as a replacement pursuant to Section 4.4 for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.7 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project as represented by the Company to the County, constitutes a "project" within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

Section 2.2 Representations of the Company. The Company hereby represents and warrants to the County as follows:

(a) The Company is duly organized and in good standing under the laws of the State of Delaware, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any company restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of a manufacturing facility for the manufacturing and production of steam generation equipment and conducting other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property authorized by the Act has induced the Company to locate the Facility in the State.

(e) Inasmuch as at present the Company anticipates that the cost of the project will be at

least \$15,000,000, the cost of the Project will exceed the minimum investment required by the Act.

(f) The Company will invest not less than Fifteen Million (\$15,000,000) in fee in lieu of tax eligible investments, subject to the fee, in the Project by the end of the fifth succeeding year after the year of the execution of the Fee Agreement. Should such investment requirement not be met, the Company shall lose the benefit of the Infrastructure Credit, as provided in Section 4.2 of this Fee Agreement.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed and/or installed or made plans for the acquisition, lease, construction, expansion and/or installation of certain land, buildings, improvements, fixtures, machinery and equipment which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder, and provided that the Company may lose the benefit of the Infrastructure Credits of this Fee Agreement if it does not complete the Project..

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to December 31, 2014 with not less than \$15,000,000 being invested on or prior to December 31, 2034. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due by it under the terms of this Fee Agreement, and

provided that the Company may lose the benefit of the Infrastructure Credits if it dose not complete the Project.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments. Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of ad valorem taxes to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify to enter into a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, and to meet the investment representation of Section 2.2. (f) hereof, the County and the Company have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Company shall make payments in lieu of ad valorem taxes on all real and personal property which comprises the Project and is placed in service, as follows: the Company shall make payments in lieu of ad valorem taxes with respect to each Phase of the Project placed in service on or before each December 31 through December 31, 2014, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 19 years using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the fee or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue and Taxation will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any

personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

Step 2: Apply an assessment ratio of six (6.0%) percent to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the nineteen years thereafter or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended.

Step 3: Using a millage rate equal to the millage rate of 405.5, the rate in effect for June 30, 2008, for the taxing district of the County in which the Facility is located (which millage rate shall remain fixed for the term of this Fee Agreement), determine the amount of the payments in lieu of taxes which would be due in each of the twenty years listed on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Company under the Act, as amended.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the payment in lieu of ad

valorem taxes to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute Economic Development Property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which payments in lieu of ad valorem taxes have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of payments in lieu of ad valorem taxes made by the Company with respect to the Project pursuant to the terms hereof.

Section 4.2 Infrastructure Credits.

(a) The County agrees that to the extent the investment of the Company exceeds \$15,000,000 hereunder by the end of the Investment Period; the company shall be entitled to Infrastructure Credits in an annual amount of Twenty (20%) percent of the annual FILOT Revenues for each of the first five (5) years. The Infrastructure Credits shall be applied as a set off against the FILOT Revenues owed for the then current year. The Treasurer of the County shall display and subtract the Infrastructure Credits from the fee in lieu of tax payment statement sent to the company for the duration of the Infrastructure Credits.

(b) If the Company does not invest at least \$15,000,000 by the end of the Investment Period, then the Company shall reimburse the County for any Infrastructure Credits the Company previously claimed according to the following formula:

Amount Invested/\$15,000,000 * Infrastructure Credits claimed

As an example, assuming the Company invested, \$10,000,000 by the

end of the Investment Period and had collected \$189,000 in Infrastructure Credits, the reimbursement would be:

$$\begin{aligned} & [1 - (\$10,000,000/\$15,000,000)] * \$189,000 \\ & = [1 - 2/3] * \$189,000 \end{aligned}$$

The Company would owe \$63,000.

The Company shall repay this amount in equal monthly installments during the 3 months immediately following the end of the Investment Period.

Section 4.3 Cost of Completion. In the event that the cost of completion of the Project has not exceeded \$5,000,000 in non-exempt (subject to the fee) investment by December 31, 2014, beginning with the payment due in 2015, the payment in lieu of ad valorem taxes to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Project were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company in such a case. In addition to the foregoing, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project through and including 2014 using the calculations described in this Section above, over, (ii) the total amount of payments in lieu of ad valorem taxes made by the Company with respect to the Project through and including 2014. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to interest as provided in the Act.

Section 4.4 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with

Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to twenty (20) (or, if greater, the maximum number of years for which the annual fee payments are available to the Company for each portion of the Project under the Act, as amended) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and
- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Company with respect to the Excess Value shall be equal to the payment that would

be due if the property were not Economic Development Property.

Section 4.5 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; provided, however, that if at any time subsequent to December 31, 2014, the total value of the Project based on the original income tax basis of the Equipment, Real Property and Improvements contained therein, without deduction for depreciation, is less than the sums necessary to qualify under the Act, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall make payments equal to the payments which would be due if the property were not Economic Development Property.

Section 4.6 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law as to time, place, method of payments, and penalties and enforcement of collection.

Section 4.7 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject to Section 4.5 hereof, the Company shall be entitled upon written notice to the County to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete,

uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) hereof.

Section 4.8 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company, subject to the provisions of Section 4.5 hereof. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 4.9 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the

Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or a transfer in lieu thereof, and subject to Section 4.5 hereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.10 Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its company existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Provided, however, the Company may transfer its equity interest to another person or entity at any time so long as that person or entity has a net asset value equal to or greater than that of the Company's net asset value prior the transfer.

Section 4.11 Indemnification Covenants. (a) The Company shall and agrees to indemnify and save the County, its County Council members, officers, employees or agents, 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 on the Project during the Term, and, the Company, further, releases the County, its County Council members, officers, employees or agents, from and shall indemnify and save the County, its County Council members, officers, employees or agents, 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 the Company

in the performance of any of its obligations under this Fee Agreement, (iii) any act of negligence of the Company or any of its agents, contractors, servants, employees, or licensees, (iv) any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees, or licensees of any assignee or sublessee of the Company, (v) any environmental violation, condition, or effect, or (vi) the administration by the County of this Fee Agreement or the performance by the County of its obligations hereunder. The Company shall indemnify and save the County 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 other indemnified party, the Company shall defend it in any such action, prosecution, or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that the County, its members of County Council, agents, officers, or employees, 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 the County, its members of County Council, agents, officers, or employees should incur any such pecuniary liability, then in such event the Company shall indemnify and hold them 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.

Section 4.12 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary "state of the art" equipment and techniques and that any disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company's operations would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County's police powers, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project, the Facility or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall use its best, good faith efforts to not knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Notwithstanding the expectation that the County will not have any confidential or proprietary information of the company, if the Company does provide such information to the County, if the Company will clearly and conspicuously mark such information as "Confidential" or "Proprietary", or both, then, in that event, prior to disclosing any confidential or proprietary information or allowing inspections of the Project, the Facility or any property associated therewith, the Company may require the execution

of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.13 Assignment and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be leased as a whole or in part by the Company with the prior consent of the County, which consent will not unreasonably be withheld, so long as such assignment or lease is made in compliance with Section 12-44-120 of the Act.

Section 4.14 Events of Default. In addition, to the specific events of default noted elsewhere herein, as to investment requirements, the following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by the Company to perform any of the other material terms, conditions, obligations or covenants of the Company hereunder, which failure shall continue for a period of sixty (60) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.15 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect

the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement.

Section 4.16 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.17 Reimbursement of Legal Fees and Expenses. If the Company shall default under any of the provisions of this Fee Agreement and the County shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of the Company contained herein, the Company will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.18 Reimbursement of County's Expenses. The Company shall pay the County, or its designated officers, agents and employees, for expenses, including, attorneys' fees, related to negotiation, preparation and review of this Fee Agreement, and related documents, or otherwise arising out of or relating to the Project, in an amount not to exceed \$15,000. The Company shall pay the County, or its designated officers, agents and employees, for other

expenses incurred arising out of or relating to this Fee Agreement, and related documents, and any future amendment(s) thereto, any transactions contemplated by this Fee Agreement, and related documents, and any future amendment(s) thereto, or otherwise arising out of or relating to the Project, including attorneys' fees resulting from this Fee Agreement and any future amendment(s) to this Fee Agreement, or related documents, promptly upon request therefor, but in no event later than 30 days after receiving written notice from the County requesting payment of such expenses, which notice must contain a general description of the expense incurred.

Section 4.19 No Waiver. No failure or delay on the part of the County in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the County.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:

Richland County, South Carolina
Post Office Box 192
Columbia, South Carolina 29202
Attention: County Administrator

WITH A COPY TO: Parker Poe Adams & Bernstein LLP
1201 Main Street, Suite 1450
Post Office Box 1509 (29202)
Columbia, South Carolina 29201
Attention: Michael E. Kozlarek, Esquire

AS TO THE COMPANY: Spirax Sarco, Inc.
1150 North Pointe Blvd
Blythewood, South Carolina 29016
Attention: President

WITH A COPY TO: J. Wesley Crum, III P.A.
233 North Main Street, Suite 200F
Greenville, South Carolina 29601
Attention: J. Wesley Crum III, Esquire

Section 5.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law; Entire Agreement. As always subject to and limited by the Home Rule Act, the Act, and other applicable law, this Fee Agreement is governed by the provisions hereof and the applicable laws of the State of South Carolina. This Fee Agreement expresses the entire understanding 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.

Section 5.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time, and at the sole expense of the Company, each party agrees to execute and deliver to the other party such additional instruments as either party may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible to locate the Project in the County.

Section 5.9 Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION. Specifically, the Infrastructure Credit will be payable exclusively from payments

the County receives and retains from the Company in lieu of taxes under this Fee Agreement. The Infrastructure Credit shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

Section 5.10 Execution Disclaimer. Notwithstanding any other provision, the County is executing this Fee Agreement as a 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.

Section 5.11 Force Majeure. To the extent recognized by the Act, the Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Chairman and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Paul Livingston, Chairman of County Council
Richland County, South Carolina

ATTEST:

By: _____
Michielle Cannon-Finch, Clerk to County Council
Richland County, South Carolina

SPIRAX SARCO, INC.

By: _____
Its:

EXHIBIT "A"
LAND DESCRIPTION

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND SPIRAX SARCO, INC.; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

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 Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into agreements to provide for payment of a fee in lieu of taxes pursuant to the Act through which powers the industrial development of the State of South Carolina (the "State") and 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; and

WHEREAS, the County is authorized by the provisions of Title 4, Chapters 1 and 29 (jointly the "Credit Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code") to provide an infrastructure tax credit (the "Infrastructure Credit"), secured by and payable solely from revenues of the County from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution and the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County; and

WHEREAS, the County and Fairfield County have established a joint county industrial and business park (the "Park") by entering into an Agreement for Development for a Joint County Industrial Park (the "Park Agreement") in which the Project (herein below defined) will be included; and

WHEREAS, Spirax Sarco, Inc., a corporation duly incorporated under the laws of the State of Delaware (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a facility for the manufacturing and production of steam generation equipment in which the minimum level of investment is not less than \$15,000,000 (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, based on the Company's representations, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, 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; and, 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 inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” as that term is defined in the Act and that the Project would subserve the purposes of the Act; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, having determined that the Project will provide public benefits incident to conducting a facility for the manufacturing and production of steam generation equipment, and in order to implement the public purposes enumerated in the Act and in furtherance thereof, and in accordance with the Credit Act, to assist the Company in expanding and maintaining a facility within the State, the County has agreed to provide the Company with an Infrastructure Credit in an amount equal to twenty (20%) percent of the fee in lieu of ad valorem tax payments paid by the Company to the County pursuant to the Fee Agreement (defined below) for each of the first five (5) years; and

WHEREAS, the County Council has previously entered into and executed the aforesaid Inducement Agreement and Millage Rate Agreement, by its Resolution adopted on December 2, 2008; and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement, to include the grant of an Infrastructure Credit in accordance with the Credit Act (the “Fee Agreement”); and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax and the grant of an Infrastructure Credit; and

WHEREAS, it appears that the Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED by Richland County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and/or various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a facility for the manufacturing and production of steam generation equipment, the execution and delivery of a Fee Agreement, to include the grant of an Infrastructure Credit, with the Company for the Project is hereby authorized, ratified and approved.

Section 2. Based on the Company’s representations, it is hereby found, determined and declared by the County Council, as follows:

- (a) The Project will constitute a “project” as said term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;
- (c) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(d) 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;

(e) 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;

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(g) The benefits of the Project will be greater than the costs.

Section 2. Pursuant to the authority of the Act and the Credit Act, there is hereby authorized to be provided, and shall be provided, the Infrastructure Credit of the County to the Company in the amount of Twenty (20%) percent of the fee in lieu of ad valorem tax payments for the first five (5) years of fee in lieu of tax payments on the Project, up to, but not exceeding, the total cost of qualifying expenditures, as defined in the Act and the Credit Act.

Nothing in this Ordinance shall be construed as an obligation or commitment by the County to expend any of its funds other than the portion of the fee in lieu of ad valorem tax payments represented by the Infrastructure Credit derived by the County which shall be payable solely as a credit against the fee in lieu of ad valorem tax payments due by the Company to the County for the Project.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as are both: (a) not materially adverse to the County, and (b) approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things reasonably necessary to effect the execution and delivery of the Fee Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its third and final reading.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair of County Council

(SEAL)

Attest this _____ day of
_____, 2009

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: _____, 2008
Second Reading: _____, 2008
Public Hearing: _____, 2009
Third Reading: _____, 2009

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-16, Yard Trash and other Household Articles **[PAGES 69-74]**

Purpose

Committee Recommendation

COMMITTEE RECOMMENDED APPROVAL

Council Action (First Reading)

THIS ITEM RECEIVED FIRST READING ON OCTOBER 7, 2008

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item Yes

On Agenda For Public Hearing No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-09HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 12, GARBAGE, TRASH AND REFUSE; ARTICLE II, COLLECTION AND DISPOSAL; SECTION 12-16, YARD TRASH AND OTHER HOUSHOLD ARTICLES.

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

SECTION I. The Richland County Code of Ordinances, Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-16; is hereby amended to read as follows:

Sec. 12-16. Same – Yard trash and other household/business articles.

(a) Refuse shall be collected only by collectors who are franchised by the county.

(b) Yard trash and other household articles shall be collected in the entire unincorporated portion of the county under the following conditions:

(1) Yard trash, including all bagged or boxed trash and the equivalent of two (2) roll carts of loose trash, placed at curbside of the nearest public road, shall be collected once each week. ~~This article does not intend to require that yard trash be bagged, boxed or bundled; however, such practice will be encouraged.~~

(2) Yard trash and other household articles not suitable for placement in a roll cart, plastic bag or trash container sack may be placed for collection as follows:

a. Tree branches and heavy brush which do not exceed four (4) inches in diameter shall be cut in lengths not exceeding four (4) feet in length and stacked in a compact pile in front of the residence adjacent to the curb, but such piles shall not extend into the streets;

b. Sticks, hedge clippings, small brush, and leaves shall be placed in neat piles at curbside; provided, however, for properties in residentially zoned districts with one (1) acre or less, leaves shall be placed in thirty (30) to fifty (50)-gallon biodegradable bags or in thirty (30)-gallon unlined garbage cans that are clearly marked “YARD WASTE” and placed at curbside. The bags or cans shall be procured by the residents at their own cost.

(3) Within one (1) week of each month, contractors shall remove all household furnishings, appliances, large yard toys and other large household articles, when placed in front of the residence at the nearest public road. All large appliances shall have doors removed prior to placement at the curb.

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after [August 3, 2009](#).

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE _____ DAY

OF _____, 2009

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: October 7, 2008
Second Reading: December 16, 2008
Public Hearing: February 3, 2009 (tentative)
Third Reading: February 3, 2009 (tentative)

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-09HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 12, GARBAGE, TRASH AND REFUSE; ARTICLE II, COLLECTION AND DISPOSAL; SECTION 12-16, YARD TRASH AND OTHER HOUSHOLD ARTICLES.

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(b) Yard trash and other household articles shall be collected in the entire unincorporated portion of the county under the following conditions:

- (1) Yard trash, including all bagged or boxed trash and the equivalent of two (2) roll carts of loose trash, placed at curbside of the nearest public road, shall be collected once each week. ~~This article does not intend to require that yard trash be bagged, boxed or bundled; however, such practice will be encouraged.~~
- (2) Yard trash and other household articles not suitable for placement in a roll cart, plastic bag or trash container sack may be placed for collection as follows:
 - a. Tree branches and heavy brush which do not exceed four (4) inches in diameter shall be cut in lengths not exceeding four (4) feet in length and stacked in a compact pile in front of the residence adjacent to the curb, but such piles shall not extend into the streets;
 - b. Sticks, hedge clippings, and small brush ~~and leaves~~ shall be placed in neat piles at curbside.
 - c. Leaves shall be bagged placed in thirty (30) to fifty (50)-gallon brown compostable paper bags or in thirty (30)-gallon unlined garbage cans that are clearly marked “YARD WASTE” and placed at curbside.
- (3) Within one (1) week of each month, contractors shall remove all household furnishings, appliances, large yard toys and other large household articles, when placed in front of the residence at the nearest public road. All large appliances shall have doors removed prior to placement at the curb.

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.

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SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2009.

RICHLAND COUNTY COUNCIL

BY: _____
_____, Chair

ATTEST THIS THE _____ DAY
OF _____, 2009

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: October 7, 2008
Second Reading: December 16, 2008 (tentative)
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-08HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 12, GARBAGE, TRASH AND REFUSE; ARTICLE II, COLLECTION AND DISPOSAL; SECTION 12-16, YARD TRASH AND OTHER HOUSHOLD ARTICLES.

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Sec. 12-16. Same – Yard trash and other household/business articles.

(a) Refuse shall be collected only by collectors who are franchised by the county.

(b) Yard trash and other household articles shall be collected in the entire unincorporated portion of the county under the following conditions:

(1) Yard trash, including all bagged or boxed trash and the equivalent of two (2) roll carts of loose trash, placed at curbside of the nearest public road, shall be collected once each week. ~~This article does not intend to require that yard trash be bagged, boxed or bundled; however, such practice will be encouraged.~~

(2) Yard trash and other household articles not suitable for placement in a roll cart, plastic bag or trash container sack may be placed for collection as follows:

a. Tree branches and heavy brush which do not exceed four (4) inches in diameter shall be cut in lengths not exceeding four (4) feet in length and stacked in a compact pile in front of the residence adjacent to the curb, but such piles shall not extend into the streets;

b. Sticks, hedge clippings, and small brush ~~and leaves~~ shall be placed in neat piles at curbside.

c. Leaves shall be bagged and placed at curbside.

(3) Within one (1) week of each month, contractors shall remove all household furnishings, appliances, large yard toys and other large household articles, when placed in front of the residence at the nearest public road. All large appliances shall have doors removed prior to placement at the curb.

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2008.

RICHLAND COUNTY COUNCIL

BY: _____
Joseph McEachern, Chair

ATTEST THIS THE _____ DAY

OF _____, 2008

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: October 7, 2008 (tentative)
Second Reading: October 21, 2008 (tentative)
Public Hearing:
Third Reading:

Richland County Council Request of Action

Subject

08-39MA
Martha Crawford
RU to OI (3 Acres)
Child Care Facility
17800-03-30 & 31
1235 Trading Post Rd. **[PAGES 76-77]**

Purpose

Committee Recommendation

Council Action (First Reading)

This item received First Reading on November 25, 2008

Council Action (Second Reading)

Public Hearing

This item received a public hearing on November 25, 2008

On Agenda As A Consent Item No

On Agenda For Public Hearing No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-09HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 17800-03-30/31 FROM RU (RURAL DISTRICT) TO OI (OFFICE AND INSTITUTIONAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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 Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 17800-03-30/31 from RU (Rural District) zoning to OI (Office and Institutional District) zoning.

Section II. 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. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. This ordinance shall be effective from and after _____, 2009.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2009.

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: November 25, 2008
First Reading: November 25, 2008
Second Reading: February 3, 2009 (tentative)
Third Reading:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-08HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 17800-03-30/31 FROM RU (RURAL DISTRICT) TO OI (OFFICE AND INSTITUTIONAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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 Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 17800-03-30/31 from RU (Rural District) zoning to OI (Office and Institutional District) zoning.

Section II. 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. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. This ordinance shall be effective from and after _____, 2008.

RICHLAND COUNTY COUNCIL

By: _____
Joseph McEachern, Chair

Attest this _____ day of
_____, 2008.

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: November 25, 2008
First Reading: November 25, 2008
Second Reading: December 2, 2008 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

*An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; so as to permit "Day Care, Adult, Home Occupation (5 or less)"; "Day Care Centers, Adult"; "Day Care, Child, Family Day Care, Home Occupation (5 or less)"; and "Day Care Centers, Child, Licensed Centers"; in various zoning districts with special requirements***[CONSENT][PAGES 79-85]**

Purpose

Committee Recommendation

Council Action (First Reading)

This Item was given First Reading on January 27, 2009

Council Action (Second Reading)

Public Hearing

This item received a public hearing on January 27, 2009

On Agenda As A Consent Item No

On Agenda For Public Hearing No

AMENDED

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-09HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; SO AS TO PERMIT “DAY CARE, ADULT, HOME OCCUPATION (5 OR LESS)”; “DAY CARE CENTERS, ADULT”; “DAY CARE, CHILD, FAMILY DAY CARE, HOME OCCUPATION (5 OR LESS)”; AND “DAY CARE CENTERS, CHILD, LICENSED CENTERS”; IN VARIOUS ZONING DISTRICTS 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 VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (b), Permitted Uses with Special Requirements Listed by Zoning District; Paragraph (21), Day Care, Adult, Home Occupation (6 or Less); is hereby amended to read as follows:

- (21) Day Care, Adult, Home Occupation (65 or less fewer) – (RU, RR, RS-E, RS-LD, RS-MD, RS-HD, MH, RM-MD, RM-HD, OI, NC, RC, GC)

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 (22), Day Care Centers, Adult; is hereby amended to read as follows:

- (22) Day Care Centers, Adult - (RU, OI, NC, RC, GC, M-1)

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 (b), Permitted Uses with Special Requirements Listed by Zoning District; Paragraph (23), Day Care, Child, Family Day Care, Home Occupation (6 or less); is hereby amended to read as follows:

- (23) Day Care, Child, Family Day Care, Home Occupation (65 or less fewer) - (RU, RR, RS-E, RS-LD, RS-MD, RS-HD, MH, RM-MD, RM-HD, OI, NC, RC, GC)

SECTION IV. 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 (24), Day Care Centers, Child, Licensed Centers; is hereby amended to read as follows:

AMENDED

(24) Day Care Centers, Child, Licensed Centers - (~~RU~~, OI, RC, GC, M-1, ~~LI~~)

SECTION V. 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 (21), Day Care, Adult, Home Occupation (six or less); is hereby amended to read as follows:

(21) *Day care, adult, home occupation* (~~six five~~ or ~~less fewer~~).

- a. Use districts: ~~Rural; Rural Residential; Residential, Single-Family – Estate; Residential, Single-Family - Low Density; Residential, Single-Family – Medium Density; Residential, Single-Family – High Density; Manufactured Home; Residential, Multi-Family – Medium Density; Residential, Multi-Family – High Density; Office and Institutional; Neighborhood Commercial; Rural Commercial;~~ General Commercial.
- b. An adult day care, home occupation, with ~~six five (6)~~ (5) or fewer attendees must be operated in an occupied residence.
- c. Client pick-up and drop-off shall not obstruct traffic flow on adjacent public roads.

~~d. Parking shall not be located in the front yard.~~

~~ed.~~ All other state and federal regulations shall be met.

SECTION VI. 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 (22), Day Care Centers, Adult; is hereby amended to read as follows:

(22) *Day care centers, adult.*

- a. Use districts: ~~Rural;~~ Office and Institutional; Neighborhood Commercial; Rural Commercial; General Commercial; ~~M-1 Light Industrial.~~
- b. Client pick-up and drop-off shall not obstruct traffic flow on adjacent public roads.

SECTION VII. 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 (23), Day Care, Child, Family Day Care, Home Occupation (6 or less); is hereby amended to read as follows:

(23) *Day care, child, family day care, home occupation* (~~six five~~ or ~~less fewer~~).

AMENDED

- a. Use districts: Rural; Rural Residential; Residential, Single-Family – Estate; Residential, Single-Family – Low Density; Residential, Single-Family – Medium Density; Residential, Single-Family – High Density; Manufactured Home; Residential, Multi-Family – Medium Density; Residential, Multi-Family – High Density; Office and Institutional; ~~Neighborhood Commercial; Rural Commercial;~~ General Commercial.
- b. A child family day care home occupation, must be operated in an occupied residence.
- c. Any outdoor play area shall be fenced or otherwise enclosed on all sides and shall not include driveways, parking areas, or land otherwise unsuited for children’s play space.
- d. Client pick-up and drop-off shall not obstruct traffic flow on adjacent public roads.
- e. All other state and federal regulations shall be met.

SECTION VIII. 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 (24), Day Care Centers, Child, Licensed Centers; is hereby amended to read as follows:

(24) *Day care centers, child, licensed centers.*

- a. Use districts: ~~Rural;~~ Office and Institutional; Neighborhood Commercial; Rural Commercial; General Commercial; M-1 ~~and LI~~ Light Industrial.
- b. Any outdoor play area shall be fenced or otherwise enclosed on all sides and shall not include driveways, parking areas, or land otherwise unsuited for children’s play space.
- c. Client pick-up and drop-off shall not obstruct traffic flow on adjacent public roads.
- d. All other state and federal regulations shall be met.

SECTION IX. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-152, Special Exceptions; Subsection (c), Special exceptions listed by zoning district; Paragraph (9), Day Care, Adult, Home Occupation (6 or less); is hereby deleted in its entirety and all succeeding paragraphs shall be renumbered appropriately.

AMENDED

~~(9) Day Care, Adult, Home Occupation (6 or less) (RU, RR, RS-E, RS-LD, RS-MD, RS-HD, MH, RM-MD, RM-HD)~~

SECTION X. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-152, Special Exceptions; Subsection (d), Standards; Paragraph (9), Day Care, Adult, Home Occupation (6 or less); is hereby deleted in its entirety and all succeeding paragraphs shall be renumbered appropriately.

~~(9) Day care, adult, home occupation (six or less).~~

~~a. Use districts: Rural; Rural Residential; Residential, Single-Family, Estate; Residential, Single Family, Low Density; Residential, Single Family, Medium Density; Residential, Single Family, High Density; Manufactured Home Park; Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density.~~

~~b. An adult day care, home occupation, with six (6) or fewer attendees must be operated in an occupied residence.~~

~~c. Client pick-up and drop-off shall not obstruct traffic flow on adjacent public roads.~~

~~d. All other state and federal regulations shall be met.~~

SECTION XI. 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; “Other Uses” of Table 26-V-2.; is hereby amended to read as follows:

(ORDINANCE CONTINUES ON NEXT PAGE)

AMENDED

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
<u>Institutional, Educational and Civic Uses</u>																	
Ambulance Services, Emergency		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Ambulance Services, Transport											P		P	P	P	P	
Animal Shelters														SR	SR	SR	
Auditoriums, Coliseums, Stadiums											P			P	P	P	
Cemeteries, Mausoleums											SR	SR	SR	SR	SR	SR	SR
Colleges and Universities											P		P	P			
Community Food Services											P	P	P	P	P	P	
Correctional Institutions		SE													P	SE	SE
Courts											P	P	P	P			
Day Care, Adult, Home Occupation (<u>6 1/2</u> or <u>Less Fewer</u>)		<u>SE</u> <u>SR</u>	<u>SE</u> <u>SR</u>	<u>SE</u> <u>SR</u>	<u>SE</u> <u>SR</u>	<u>SE</u> <u>SR</u>	<u>SE</u> <u>SR</u>	<u>SE</u> <u>SR</u>	<u>SE</u> <u>SR</u>	<u>SE</u> <u>SR</u>	SR	<u>SR</u>	<u>SR</u>	SR			
Day Care Centers, Adult		<u>SR</u>									SR	SR	SR	SR	<u>SR</u>		
Day Care, Child, Family Day Care, Home Occupation (<u>6 1/2</u> or <u>Less Fewer</u>)		SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	<u>SR</u>	<u>SR</u>	SR			
Day Care Centers, Child, Licensed Centers		<u>SR</u>									SR	SR	SR	SR	SR	<u>SR</u>	
Fire Stations		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Government Offices											P	P	P	P	P	P	
Hospitals											P		P	P			
Individual and Family Services, Not Otherwise Listed											P	P	P	P	P		
Libraries		SR	SR	SR	SR	SR	SR	SR	SR	SR	P	P	P	P	P	P	
Museums and Galleries											P	P	P	P	P	P	

AMENDED

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

SECTION XIV. Effective Date. This ordinance shall be enforced from and after _____, 2009.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE _____ DAY

OF _____, 2009

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: January 27, 2009
First Reading: January 27, 2009
Second Reading: February 3, 2009 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-186, Green Code Standards; Subsection (H), Development Standards; Paragraph (1); so as to reduce the minimum required subdivision size to two acres
[CONSENT]PAGE 87]

Purpose

Committee Recommendation

Council Action (First Reading)

This item received First Reading on January 27, 2009

Council Action (Second Reading)

Public Hearing

This item received a public hearing on January 27, 2009

On Agenda As A Consent Item No

On Agenda For Public Hearing No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-09HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE VII, GENERAL DEVELOPMENT, SITE, AND PERFORMANCE STANDARDS; SECTION 26-186, GREEN CODE STANDARDS; SUBSECTION (H), DEVELOPMENT STANDARDS; PARAGRAPH (1); SO AS TO REDUCE THE MINIMUM REQUIRED SUBDIVISION SIZE TO TWO ACRES.

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 VII, General Development, Site, and Performance Standards; Section 26-186, Green Code Standards; Subsection (h), Development requirements; Paragraph (1); is hereby amended to read as follows:

- (1) Minimum Subdivision Size: ~~40~~ 2 contiguous acres.

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 _____, 2009.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2009

Michielle R. Cannon-Finch
Clerk of Council

Public Hearing: January 27, 2009
First Reading: January 27, 2009
Second Reading: February 3, 2009 (tentative)
Third Reading:

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 26-83, Establishment of Zoning Districts; Subsection (E), Neighborhood Master Plan Overlay Districts; so as to establish a district entitled, "DBWP Decker Boulevard/Woodfield Park Redevelopment Overlay District"***[CONSENT][PAGES 89-99]**

Purpose

Committee Recommendation

Council Action (First Reading)

This item received First Reading on January 27, 2009

Council Action (Second Reading)

Public Hearing

This item received a public hearing on January 27, 2009

On Agenda As A Consent Item No

On Agenda For Public Hearing No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-09HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE V, ZONING DISTRICTS AND DISTRICT STANDARDS; SECTION 26-83, ESTABLISHMENT OF ZONING DISTRICTS; SUBSECTION (E), NEIGHBORHOOD MASTER PLAN OVERLAY DISTRICTS; SO AS TO ESTABLISH A DISTRICT ENTITLED, “DBWP DECKER BOULEVARD/WOODFIELD PARK REDEVELOPMENT OVERLAY DISTRICT”.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-22, Definitions; is hereby amended to include in the appropriate alphabetical order, the following definitions:

Duets. A structure used for residential purposes and consisting of two living units sharing a common wall.

Eligible projects. Residential projects within residential infill incentive districts established on or after August 1, 2008 that have been officially submitted to the Richland County Planning and Development Services for review.

Effective lot area. The gross horizontal area of a lot minus any portion of the lot encumbered by a recorded driveway or roadway easement.

Infill parcel. A parcel of land that is located within the infill target areas and is suitable for residential development of four (4) dwelling units or less.

Natural landscaping. An area consisting of uncultivated native plant growth or plantings that are indigenous to the geographical area where the parcel is located.

Residential footprint (lot coverage). This includes all the areas of a parcel (lot) covered by buildings and other structures with surfaces greater than thirty-six (36) inches above the finished and natural grade with the exception of covered front porches, pergolas, porticos, balconies, overhangs, and similar architectural features placed on the front (facing the street) elevation of a building.

Smart growth. A concept whose principals invest time, attention, and resources in restoring a sense of community and activity to city centers and older neighborhoods.

Traditional Neighborhood Design. A planning concept that calls for residential neighborhoods to be designed in the format of a small, village-type atmosphere within neighborhoods. These are characterized by homes and buildings on smaller lots, narrow

front yards with front porches and gardens, detached garages in the backyard, walkable streets (sidewalks), public parks and green spaces.

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-83, Establishment of Zoning Districts; Subsection (e), is hereby amended to read as follows:

(e) *Neighborhood Master Plan overlay districts.* Neighborhood Master Plan overlay districts are zoning districts intended to promote the revitalization of existing blighted commercial and residential areas, while encouraging reinvestment in and reuse of areas in the manner consistent with the specific master planning area and Comprehensive Plan for Richland County. Revitalization initiates housing and economic opportunities, which promotes socially vibrant centers of community life through the coordinated efforts of public, private, and community organizations. For the purpose of this chapter, the following neighborhood Master Plan overlay districts are established in the zoning jurisdiction of Richland County, South Carolina:

CRD Corridor Redevelopment Overlay District

DBWP Decker Boulevard/Woodfield Park Neighborhood Redevelopment Overlay District

SECTION III. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; is hereby amended by the creation of a new Section, to read as follows:

Sec. 26-109 DBWP Decker Boulevard/Woodfield Park Neighborhood Redevelopment Overlay District.

(a) *Purpose.* The DBWP Neighborhood Overlay District is intended to promote the revitalization of the existing vacant, neglected or abandoned residential property in this area. This is sought through encouraging the reinvestment in and reuse of these locations in a manner that promotes the infill for housing, consistent with the Comprehensive Plan for Richland County. This infill revitalization initiates many housing and economic opportunities and promotes more socially active and environmentally responsible communities in conjunction with public, private and community organizations.

(b) *Applicability/Establishment.*

- (1) The DBWP Neighborhood Overlay District may be approved and designated by County Council for any area within the county that has already had a Master Plan approved and adopted by the County Council; provided, however, the standards of such district shall remain optional, as described in subparagraph (2), below.
- (2) Once a DBWP Neighborhood Overlay District is applied to a designated area of the county, the development standards of the underlying district shall

remain in place until such time as a property owner applies to the Planning and Development Services Department to have the standards of the DBWP Neighborhood Overlay District apply to his/her property. Only one set of standards shall apply to any one parcel of land, and a property owner is not allowed to simultaneously use the development standards of both districts.

(c) *Permitted uses.* In addition to uses permitted in the underlying zone, the following uses are permitted in the DBWP Neighborhood Overlay District:

(1) *Residential.*

- a. One single-family detached dwelling and one accessory structure (which may contain a dwelling unit) per lot is allowed.
- b. Duets, Triplexes, attached Single Family Dwellings, townhomes and other single and multi-family dwelling units (up to four) that meet required overlay setback standards [see subsection (e) (1) below].
- c. Home occupations are allowed if the use is clearly secondary to the use of the dwelling for residential purposes, and does not change the residential character of the dwelling.

(2) *Commercial/Employment.* Small-scale commercial and mixed use development is allowed, subject to special standards. Commercial/employment uses may be mixed vertically or horizontally with residential uses. First floor space of a multi-floor building (live/work units) shall be restricted to non-residential use, if such building is located on a corner lot or is on a lot that is contiguous to a commercial use, in areas of predominately commercial uses, along Decker Boulevard and where the following roads run northeast to their intersections with Dupont Drive: Foxcroft Road, Omega Drive, Quiet Lane, Robin Nest Road, Castle Pinckney Road, Coral Vine Lane, and Cermack Street, Percival Road, and East Boundary Road.

All sites shall have frontage onto a collector or arterial street. Hours of operation shall be limited from 6:00 am to 10:00 pm. The uses displayed below and individually listed in Table 26-V-0 are permitted, with the exception that an individual use shall not exceed one thousand to five thousand (1,000 - 5,000) square feet in gross floor area:

- a. Daytime Child Care Facilities
- b. Food establishments
- c. Business, Professional and Personal Services (including specific repair services)

d. Light Retail

e. Other uses similar to those listed in a.- d., above (subject to approval by the Planning Staff and Planning Commission).

(3) *Civic/Institutional*. Civic or institutional uses listed in table 26-V-0 shall be integrated vertically or horizontally with residential. Locations are restricted to parcels that exist along streets detailed for commercial/employment use.

(d) *Minimum lot area*: 5,400 square feet, or as determined by DHEC, but in no case shall it be less than 5,400 square feet.

(e) *Design Standards*. Design Standards are adopted to ensure the physical character of projects within the DBWP and to allow the optional development and redevelopment of land consistent with current neighborhood character, along with a traditional neighborhood design approach, to guide this district under smart growth principles.

(1) *Compact Design*. In order to create a compact design that encourages the Traditional Neighborhood Design (TND) approach, the following standards of density and dimensions will be included in any DBWP proposal. The setbacks for residential dwelling units and mixed residential development (excluding open spaces) shall be determined as follows:

a. *Building Setback, Front*.

1. Single-family detached residences shall have a building setback with a minimum of ten (10) feet and a maximum of fifteen (15) feet.
2. Single-family attached residences, multi-family residences, and mixed use buildings shall have a building setback with a minimum of five (5) feet and a maximum of ten (10) feet; provided, however, if the building is on a major arterial road, a ten (10) foot setback is required.

b. *Building Setback, Rear - Residential*. The principal building on lots devoted to any residential use, including mixed-use, shall be setback no less than five (5) feet from the rear lot line.

c. *Side Setbacks*.

1. Provisions (through plan review) for zero lot-line single-family and multi-family dwellings shall be made, provided that a reciprocal access easement is recorded for both lots and townhouses or other attached dwellings, and provided that all dwellings have pedestrian access to the rear yard through means other than the principal structure.

2. Mixed uses require a side setback at a minimum of five (5) feet between parcels.

d. *Green Space.*

1. Green Space shall be required regardless if the residential use is located in an existing, expanded, or new structure.
2. The amount of green space must encompass at least ten percent (10%) of the effective lot area.

(2) *Architectural Standards for New Structures.* A variety of architectural features and building materials is encouraged to give each building or group of buildings a distinct character that is consistent with the maintained existing DBWP housing stock and blends TND techniques.

a. *Guidelines for New Structures.*

1. *Height.* New structures within the DBWP district shall be no more than three (3) stories for single-family residential, or five (5) stories for multi-family residential, or mixed use.

Exceptions: If the multi-family or mixed-use development is located adjacent to residentially designated parcels and the maximum building height allowed for the commercial district exceeds that allowed for the adjacent residential district, the maximum building height shall be fifty-two (52) feet. For those areas of parcels within fifty (50) feet of any property with a general plan density designation of ten units per acre or less, the building massing shall step down to thirty (30) feet to address the scale of the adjacent development.

2. *Entries and Facades.*

- [a] The architectural features, materials, and the articulation of a facade of a building shall be continued on all sides visible from a public street or courtyard.
- [b] The front facade of the principal building on any lot in the DBWP district shall face onto a public street.
- [c] The front facade shall not be oriented to face directly toward a parking lot.
- [d] Porches, pent roofs, roof overhangs, hooded front doors, or other similar architectural elements shall define the front entrance to all

residences.

[e] Porches: usable porches and stoops should form a predominate motif of the building design for single residential buildings and be located on the front and/or side of the building. Usable front porches are at least six (6) feet deep and twelve (12) feet in width.

[f] Raised entries are required to provide privacy, all residential entrances within fifteen (15) feet of the sidewalk shall be raised from the finished grade (at the building line) a minimum of 1½ feet.

[g] For multi-family and multi-use buildings, a minimum of fifteen percent (15%) of the front facade on the ground floor shall be transparent, consisting of window or door openings allowing views into and out of the interior.

3. *Design Requirements.* In order to encourage the compatibility of new infill duplex and attached single-family development with the surrounding neighborhood, all new infill shall utilize at least (4) of the following design features:

[a] Dormers.

[b] Recessed entries.

[c] Cupolas.

[d] Bay or bow windows.

[e] Garages.

[f] Window shutters.

[g] Roof with pitch greater than nominal eight (8) to twelve (12).

[h] Off-sets on building face or roof (minimum 12 inches).

[i] Gables.

[j] Covered porch or entry with pillars or posts.

[k] Eaves (minimum 6 inches).

[l] Garage set at least ten (10) feet behind the front face of the primary dwelling unit.

[m] Exterior window trim that is a minimum of four (4) inches in width.

- b. *Garages and Accessory Dwelling Units.* One (1) detached garage (that may or may not include a dwelling unit) or one (1) detached accessory dwelling unit may be placed on a single-family detached residential lot, provided that the accessory dwelling unit shall not exceed eight hundred (800) square feet and is set off to the side or back of the principal building.
- c. *Exterior signage.* A comprehensive sign program is required for the entire DBWP Neighborhood Overlay District to establish a uniform theme. Signs shall share a common style (e.g., size, shape, material). In the mixed-use area, signs shall be wall signs or cantilever signs. Cantilever signs shall be mounted perpendicular to the building face and shall not exceed two (2) square feet. Wall signs shall be sized and placed to fit within the character of the architectural elements.
- d. *Parking requirements.* On-street parking shall count toward any minimum parking requirements.
 - 1. In residential areas, parking may be provided on-site. One (1) off-street parking space with unrestricted ingress and egress shall be provided for each dwelling unit.
 - 2. Multi-family residential development must provide one (1) parking space for every dwelling unit and an additional one (1) parking space for every third bedroom.
 - 3. In any designated mixed-use area, all parking lots shall be located at the rear or side of a building. The parking lot shall not exceed a maximum depth of sixty-two (62) feet, (two-way aisle with parking on both sides), not including required landscaping. If located at the side, screening shall be provided as specified in Landscaping and Screening Standards.
 - 4. Access for service vehicles should provide a direct route to service and loading dock areas, while avoiding movement through parking areas and roads throughout the district.
 - 5. All parking over the minimum requirements shall be paved with pervious paving material. The reduction of impervious surfaces through the use of interlocking pavers is required for parking areas of periodic uses.
 - 6. Joint use parking. Where at least two (2) uses either within a mixed

use development or on adjacent parcels that each require parking, have different peak parking demands during different times of the day, shared parking is required. Where this is applied, the landscaping requirements may be reduced by five percent (5%). Shared parking shall meet the requirements of Section 26-173(e)(2).

- (3) *Bicycle Parking.* Bicycle parking for all non-residential uses and for residential uses of more than four (4) units per building is required. A minimum of five (5) bicycle spaces per fifty (50) parking/auto spaces (or percentage thereof), with a maximum of ten (10), is required.
- (4) *Outdoor lighting.*
 - a. Street lighting shall be provided along street frontage for projects greater than one (1) acre. Smaller, column street-lights should be used. Street-lights shall be installed on both sides of the street at intervals of no greater than seventy-five (75) feet. A pole or pedestal mounted luminaire, ten to twelve (10-12) feet in height with a full spectrum bulb, not more than one hundred seventy-five (175) watts. Street lighting design shall meet the minimum standards developed by the Illumination Engineering Society.
 - b. Exterior lighting shall be directed downward in order to reduce glare onto adjacent properties.
- (5) *Landscaping and Screening Standards.* Overall composition and location of landscaping shall complement the scale of the development and its surroundings. In general, larger, well-placed contiguous planting areas shall be preferred to smaller, disconnected areas.
 - a. *General Screening.* Where screening is required by section 26-176 of this chapter, it shall be at least three (3) feet in height, unless otherwise specified. Required screening shall be at least fifty percent (50%) opaque throughout the year.
 - b. *Street trees.* A minimum of one (1) deciduous tree, with full maturity between twenty to forty (20-40) feet in height, per thirty (30) feet of street frontage, or fraction thereof, shall be required. Trees should preferably be located between the sidewalk and the curb, within the landscaped area of a boulevard, or in tree wells installed in pavement or concrete. If placement of street trees within the right-of-way will interfere with utility lines, trees may be planted within the front yard setback adjacent to the sidewalk. Species of trees as well as the planting standards are located in the Richland County Development Design Manual.
 - c. *Landscaping.* All areas of a site not occupied by buildings, required parking, driveways, walkways or service areas shall be landscaped

according to an approved landscape plan in accordance with section 26-176 of this chapter.

d. *Installation and Maintenance of Landscaping Materials.*

1. All landscaping is to consist of natural (native) landscaping material to be installed to current international society of arboriculture standards (ISA) landscaping planting standards.
2. Maintenance and replacement of landscape materials shall be the responsibility of the property owner. Landscape maintenance should incorporate environmentally sound management practices, including the use of water and energy-efficient irrigation systems such as drip irrigation, and pruning primarily for plant health and public safety, replacing dead materials annually.

e. *Parking Area Landscaping and Screening.*

1. All parking and loading areas fronting public streets or sidewalks, and all parking and loading areas abutting residential districts or uses, shall provide:
 - [a] A landscaped area at least five (5) feet wide along the public street or sidewalk.
 - [b] Screening at least three (3) feet in height and not less than fifty percent (50%) opaque.
 - [c] One tree for each twenty-five (25) linear feet of parking lot frontage.
2. The corners of parking lots, “islands,” and all other areas not used for parking or vehicular circulation shall be landscaped. Vegetation can include turf grass, native grasses or other perennial flowering plants, vines, shrubs or trees. Such spaces may include architectural features such as benches, kiosks or bicycle parking.

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 X. Effective Date. This ordinance shall be enforced from and after _____, 2009.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2009

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: January 27, 2009
First Reading: January 27, 2009
Second Reading: February 3, 2009 (tentative)
Third Reading:

TABLE 26-V-0
 TABLE OF PERMITTED USES FOR COMMERCIAL/EMPLOYMENT ZONE OF DECKER
 BOULEVARD/WOODFILED PARK OVERLAY DISTRICT

Daytime Facilities:	Food Establishments:
Day Care, Adult, Home Occupation (6 or Less)	Restaurants, Full Service (Dine-In Only)
Day Care, Child, Family Day Care, Home Occupation (5 or Less)	Restaurants, Limited Service (Delivery, Carry Out)
Day Care, Child, Group Day Care, Home Occupation (6 to 12)	Meat Markets
Light Retail:	Institutional/Civic:
Antique Stores	Government Offices
Art Dealers	<i>Federal Offices</i>
Arts and Crafts Supply Stores	<i>State Offices</i>
Auction Houses	<i>Local Offices</i>
Bakeries, Retail	Libraries
Bicycle Sales and Repair	Museums/Galleries
Book, Periodical, and Music Stores	Neighborhood Police Stations
Camera and Photographic Sales and Service	Administrative Facility for a private/public School
Candle Shops	School - Private/Public Business, Management or Computer Training (cap at 20 students)
Candy Stores (Confectionery, Nuts, Etc.)	School – Public/Private Fine Arts Training
Caterers, No On Site Consumption	Schools – Public/Private after school tutoring/instruction
Clothing, Shoe, and Accessories Stores	Places of Worship
Coin, Stamp, or Similar Collectibles Shops	
Computer and Software Stores	
Cosmetics, Beauty Supplies, and Perfume Stores	
Fabric and Piece Goods Stores	
Florists	
Gift, Novelty, Souvenir, or Card Shops	
Health and Personal Care Stores, Not Otherwise Listed	
Jewelry, Luggage, and Leather Goods (May Include Repair)	
Office Supplies and Stationery Stores	
Sporting Goods Stores	
Musical Instrument and Supplies Stores (May Include Instrument Repair)	
Business and Professional Services:	
Accounting, Tax Preparation, Bookkeeping, and Payroll Services	
Advertising, Public Relations, and Related Agencies	
Bed and Breakfast Homes/Inns	
Body Piercing Facilities	
Clothing Alterations/Repairs; Footwear Repairs	
Computer Systems Design and Related Services	
Employment Services	

Richland County Council Request of Action

Subject

*An Ordinance Allowing Owners (or their agents) of certain parcels of land within the Decker Boulevard/Woodfield Park Area of Richland County, South Carolina, to make application for the use of the development standards of the "DBWP Decker Boulevard/Woodfield Park Neighborhood Redevelopment Overlay District"***[CONSENT][PAGES 101-109]**

Purpose

Committee Recommendation

Council Action (First Reading)

This item received First Reading on January 27, 2009

Council Action (Second Reading)

Public Hearing

This item a public hearing on January 27, 2009

On Agenda As A Consent Item No

On Agenda For Public Hearing No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-09HR

AN ORDINANCE ALLOWING OWNERS (OR THEIR AGENTS) OF CERTAIN PARCELS OF LAND WITHIN THE DECKER BOULEVARD/WOODFIELD PARK AREA OF RICHLAND COUNTY, SOUTH CAROLINA, TO MAKE APPLICATION FOR THE USE OF THE DEVELOPMENT STANDARDS OF THE “DBWP DECKER BOULEVARD/WOODFIELD PARK NEIGHBORHOOD REDEVELOPMENT OVERLAY DISTRICT”.

WHEREAS, on _____, 2009, County Council enacted Ordinance No. ____-09HR, which established a new zoning district entitled “DBWP Decker Boulevard/Woodfield Park Neighborhood Redevelopment Overlay District”; and

WHEREAS, the DBWP Neighborhood Overlay District is intended to promote the revitalization of the existing vacant, neglected or abandoned residential property in this area. This is sought through encouraging the reinvestment in and reuse of these locations in a manner that promotes the infill for housing, consistent with the *Comprehensive Plan for Richland County*. This infill revitalization initiates many housing and economic opportunities and promotes more socially active and environmentally responsible communities in conjunction with public, private and community organizations; and

WHEREAS, pursuant to Ordinance No. ____-09HR, the DBWP Neighborhood Overlay District may be approved and designated by County Council for any area within the county that has already had a Master Plan approved and adopted by the County Council; provided, however, the standards of such district shall remain optional; and

WHEREAS, once a DBWP Neighborhood Overlay District is applied to a designated area of the county, the development standards of the underlying district shall remain in place until such time as a property owner applies to the Planning and Development Services Department to have the standards of the DBWP Neighborhood Overlay District apply to his/her property; only one set of standards shall apply to any one parcel of land, and a property owner is not allowed to simultaneously use the development standards of both districts; and

WHEREAS, the following parcels of land are included in “The Renaissance Plan for the Decker Blvd/Woodfield Park Area” Master Plan, which was adopted by County Council on June 19, 2007, and are eligible to apply for the DBWP Neighborhood Overlay District Standards;

NOW, THEREFORE, 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:

Section I. The owners or agents of the following parcels of land, which are identified by TMS number (and further referenced on Exhibit A, which is attached hereto and incorporated herein), are hereby eligible to apply to the Planning and Development Services Department of Richland

County for the development standards found within the DBWP Decker Boulevard/Woodfield Park Neighborhood Redevelopment Overlay District:

R16812-02-35	R16816-10-26	R16913-05-13	R19604-04-11	R19702-01-05
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R16816-10-25	R16913-05-12	R19604-04-10	R19702-01-04	

Section II. 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. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. This ordinance shall be effective from and after _____, 2009.

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2009.

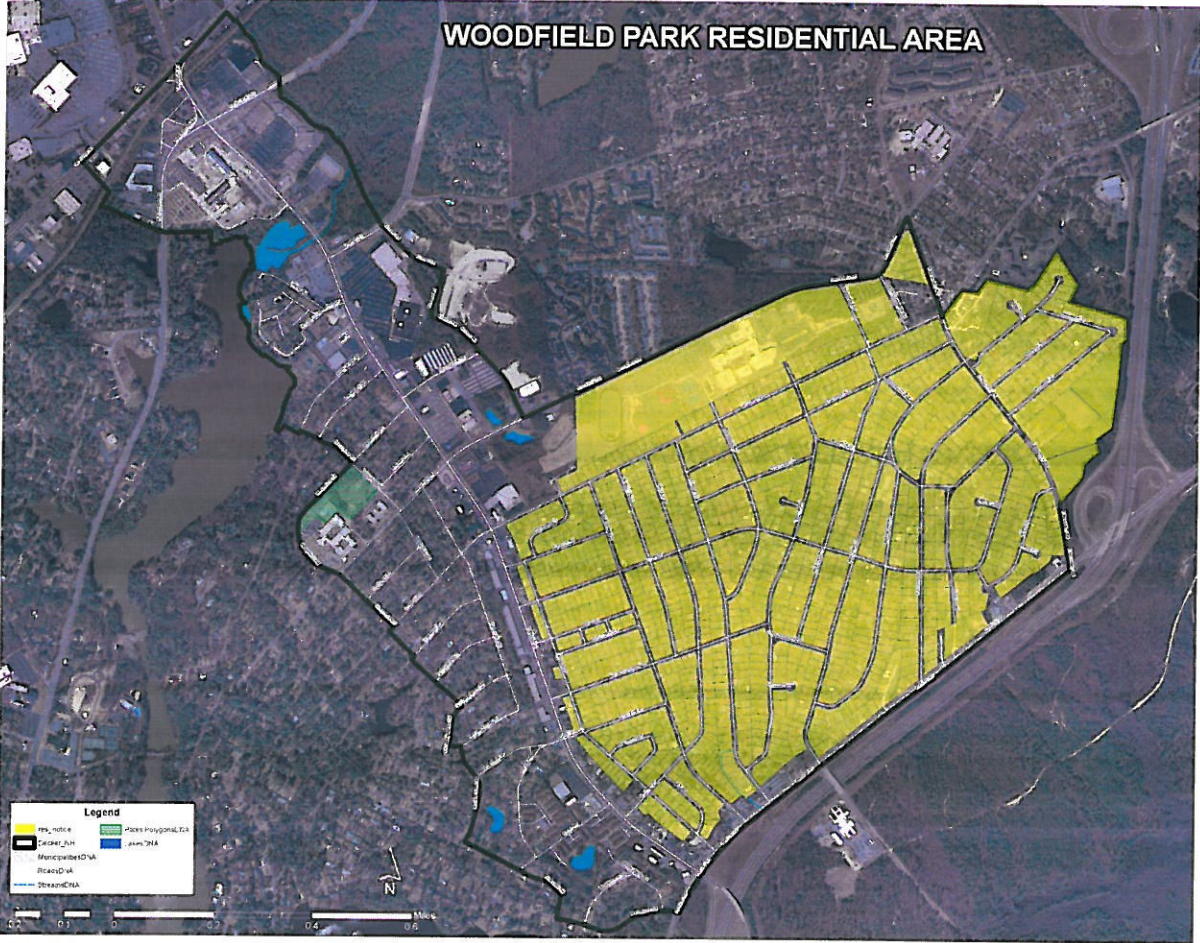
Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: January 27, 2009
First Reading: January 27, 2009
Second Reading: February 3, 2009 (tentative)
Third Reading:

EXHIBIT A
(Affected parcels are highlighted in yellow)



Richland County Council Request of Action

Subject

*An Ordinance Amending the Imagine Richland 2020 Comprehensive Plan, adopted on May 3, 1999, by incorporating the "Candlewood Neighborhood Master Plan" into the northeast planning area***[CONSENT][PAGES 111-112]**

Purpose

Committee Recommendation

Council Action (First Reading)

This item received First Reading on January 27, 2009

Council Action (Second Reading)

Public Hearing

This item received public hearing on January 27, 2009

On Agenda As A Consent Item No

On Agenda For Public Hearing No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-09HR

AN ORDINANCE AMENDING THE IMAGINE RICHLAND 2020 COMPREHENSIVE PLAN, ADOPTED ON MAY 3, 1999, BY INCORPORATING THE “CANDLEWOOD NEIGHBORHOOD MASTER PLAN” INTO THE NORTHEAST PLANNING AREA.

WHEREAS, on May 3, 1999, Richland County Council adopted the Imagine Richland 2020 Comprehensive Plan pursuant to S.C. Code Section 6-29- 310, et al. (Ordinance No. 013-99HR); and

WHEREAS, Section 6-29-520 (B) of the South Carolina Code of Ordinances 1976, as amended (South Carolina Local Government Comprehensive Planning and Enabling Act of 1994, as amended), requires that recommendations for amendments to the Comprehensive Plan must be by Resolution of the Planning Commission; and

WHEREAS, the Richland County Planning Commission has unanimously approved a Resolution recommending that County Council adopt the “Candlewood Neighborhood Master Plan”, dated December 1, 2008; and

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, be it enacted by the County Council for Richland County as follows:

SECTION I. The Imagine Richland 2020 Comprehensive Plan is hereby amended by the incorporation of the “Candlewood Neighborhood Master Plan”, dated December 1, 2008, and which is attached hereto, into the Northeast Area Plan.

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 _____, 2009.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2009.

Michelle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: January 27, 2009
First Reading: January 27, 2009
Second Reading: February 3, 2009 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

*Request to accept a conservation easement from Mr. Kenneth Clark to protect 18 acres in northwest Richland County near the Broad River and I-20***[CONSENT][PAGES 114-127]**

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No



CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this ** day of December, 2008, by Clark Family Real Estate Trust having an address as 1601 Old Tamah Road, Irmo South Carolina, 29063, to Richland County, ("Grantee").

WITNESSETH:

Grantor is the owner of certain real property in Richland County, South Carolina more particularly described below (the "Property").

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 are defined in Section 170(h) (3) of the Code, and is qualified to hold conservation easements under the laws of the State of South Carolina.

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

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

- The furtherance of the South Carolina Conservation Easement Act, §27-8-10 which authorizes the acquisition of conservation easements by non-profit organizations;

- 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 protection of water quality deriving from the Property's location adjacent to the Broad River, which provides a source of drinking water and recreation for the Midlands of South Carolina.
- The protection of cultural resources identified as the River Alliance, a coalition of local governments, to ensure the continued enjoyment and preservation of the Broad River.
- The preservation of the Property as significant wildlife habitat and traditional hunting lands in this habitat rich area.

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

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

THEREFORE, in consideration of fair compensation and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to Section 170(h) of the Code and §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:

NEED PROPERTY DESCRIPTION

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 as defined by the South Carolina Conservation Easement Act of 1991, of the nature and character described herein. Grantor will neither perform, nor knowingly allow another person 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 Purpose of this Easement is to preserve the historically significant attributes of the Property and enable the Property to remain in traditional use by preserving and protecting its historic, scenic and rural nature and its other conservation and wildlife habitat features. No activity that significantly impairs the conservation values of the Property shall be permitted. To the extent that the preservation and protection of the natural, recreational or habitat 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 bequest 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. Limitation on Subdivision and Development

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 one (1) new residential lot not to exceed one (1) acre, provided that this lot is certified to be outside the floodway as designated by Richland County. There shall be no multi-family, industrial, or commercial use of the Property.

5. Rights to Use Property for Traditional Purposes

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

6. Right to Privacy

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

7. 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; or firewood distribution, recreational and commercial hunting, fishing and trapping, so long as such uses are not inconsistent with the Purpose of this easement.

8. 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.

9. Construction of Buildings and Other Improvements

Grantor may make improvements on the Property only as provided in this Section. Grantor shall advise Grantee prior to undertaking any construction, reconstruction, or other improvement of buildings or recreational improvements on the Property as permitted herein, so as to enable Grantee to keep its records current.

- 1) 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.
- 2) New Ancillary Structures & Improvements – New ancillary buildings and other structures and improvements to be used primarily for agricultural, equestrian or educational purposes may be built on the Property only with the permission of the Grantee.
- 3) Structures: There may be no multi family, commercial or industrial structures built on the Property. There may be one (1) single family dwelling built on the lot created under Section 4 above. No other residential construction is allowed.
- 5) Recreational Improvements – Grantor may construct blinds, stands and other facilities for viewing and/or hunting wildlife. Other passive recreational improvements may be built with the permission of the Grantee. Under no circumstances shall athletic fields, golf courses or ranges, commercial airstrips or commercial helicopter pads be constructed on the Property or may the Property be used for for a use inconsistent with the Purpose.
- 6) Utility Services and Septic Systems – Existing 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 and replaced. Grantor may grant reasonable easements over and under the Property for septic or other utility systems serving the improvements permitted herein.

7) Roads – There may be one road of impervious surface constructed on the property. Grantor may build walking trails and dirt or gravel roads to be used for recreational or agricultural purposes.

8) Vegetative Buffer - There shall be no development or land clearing activities within 100 feet of a river, stream, creek bed, or wetland. Such areas shall remain a vegetative buffer for water quality purposes at all times. Minor clearing within the 100 buffer adjoining the Broad River may occur in order to improve the view of the River from the home site allowed in Section 9.3 above.

10. Maintenance and Improvement of Water Sources

Grantor retains the right 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, 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.

11. 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.

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 duly qualified conservation professional approved by Grantee. This plan shall be updated periodically, and in any event any time the basic type of agricultural operation on the Property changes or ownership of the Property changes. All agricultural operations shall be conducted in accordance with applicable law.

13. Application of Waste Materials

The land application, storage and placement on the Property of domestic septic effluence may be undertaken if in accordance with applicable law and only if a qualified professional environmental consultant certifies in writing that the application of said materials will not substantially diminish the conservation values and productivity of the Property.

14. Forest Management

The property may be commercially timbered and replanted in accordance with either the conservation plan referenced in Section 12 above or a forest management plan prepared by a qualified professional forester.

15. Mining

Exploration for, or development and extraction of, sand, dirt, top soil, 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 roads approved in the reserved area under Section 9, 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, 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 or to protect its interest in the Property, Grantor will reimburse Grantee for the same.

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

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

(d) Insurance - Grantor and Grantee shall at all times carry adequate insurance covering their activities on the property.

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.

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 Act of 1991, provided the transferee expressly agrees to assume the responsibility imposed on Grantee by this Easement. Grantee shall notify Grantor in writing at least thirty (30) days before any easement transfer. Transfer shall not occur before Grantor has given written consent, which will not be unreasonably withheld.

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

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

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 be 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:
Ken Clark
1601 Old Tamah Road
Irmo, South Carolina, 29063

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

30. Grantor's Title Warranty

Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except the lien for current ad valorem taxes and hereby promises to defend the same against any and all claims that may 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 impair the conservation values of the Property is prohibited, except with the permission of Grantee.

33. 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 attested by the Seal of Richland County Council and the signature of its President 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

Clark Family Real Estate Trust
Kenneth Clark

Witness

Accepted:

Witness:

Richland County

By _____

Chairman

Witness

Acknowledgments

County of Richland
State of South Carolina,

Personally appeared before me _____ on this _____ day of December 2008 and acknowledged that all material statements of fact in the foregoing Deed of Conservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Deed of Conservation Easement is his/her free act and deed.

Notary Public (SEAL)
My commission expires:

Acknowledgments

County of Richland
State of South Carolina,

Personally appeared before me _____ on this _____ day of December 2008 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:

Richland County Council Request of Action

Subject

Request to accept a conservation easement from Mr. Ralph Pearson to protect 7 acres in northwest Richland County near the Broad River off Wash Lever Road [CONSENT][PAGES 129-143]

Purpose

Committee Recommendation

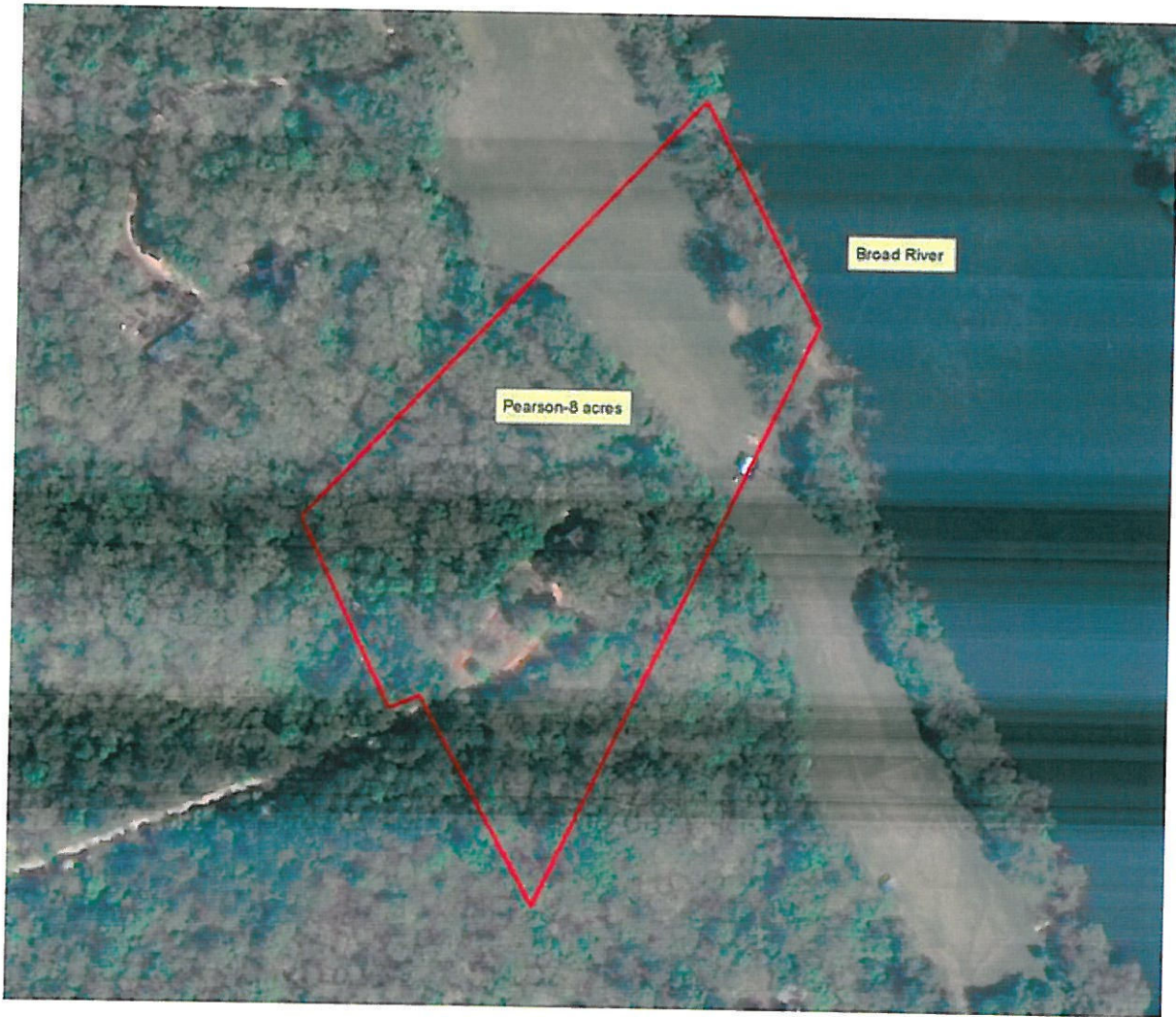
Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No



CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this ____ day of December, 2008, by Ralph B. Pearson and Elizabeth L. Pearson, 151 River Oak Road, Little Mountain, SC 29075 ("Grantor") to the Richland County Council, ("Grantee") of, Columbia, SC.

WITNESSETH:

Grantor is the owner of certain real property adjacent to the Broad River in Richland County, South Carolina more particularly described below.

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 are defined in Section 170(h) (3) of the Code, and is qualified to hold conservation easements under the laws of the State of South Carolina.

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

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

- The preservation of open space for the scenic enjoyment of the Broad River by the general public.
- The furtherance of the South Carolina Conservation Easement Act, §46-45-10 authorizes the acquisition of conservation easements by non-profit organizations;

- 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 protection of water quality deriving from the property's location on the Broad River, which provides a source of drinking water and recreation for the Midlands of South Carolina.
- The provision of recreational opportunities as expressed in the Plans for the Broad River, "What 90 Miles of River Can Be," developed by the River Alliance, a cooperative program of area local governments.
- The preservation of significant wildlife habitat and traditional flora and fauna in this habitat rich area and providing a wildlife connection to the Broad River.
- The continuation of a County policy of preserving Broad River frontage as evidenced by the obtainment of an easement on an adjacent 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, hunting, 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 Present Condition Report (the “Report”) prepared by Grantee with the cooperation of Grantor. Grantor and Grantee have copies of the Report, and acknowledge that the Report is accurate as of the date of this Easement. The Report may be used by Grantee to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement.

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

THEREFORE, in consideration of fair compensation and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to Section 170(h) of the Code and §27-8-10 et seq. of South Carolina Code of Laws of 1976, as amended; Grantor does hereby voluntarily grant and convey unto the Grantee, a preservation and conservation easement in gross in perpetuity over the Protected Property, owned by the Grantor, and more particularly described in attachment A:

1. Grant of Conservation Easement

Grantor hereby voluntarily grants and conveys to Grantee, and Grantee hereby voluntarily accepts, a perpetual Conservation Easement, an immediately vested interest in real property defined by the South Carolina Conservation Easement Act of 1989 of the nature and character described herein. Grantor will neither perform, nor knowingly allow another person 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 and wildlife habitat features. No activity that 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 are 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 bequest 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. Limitation on Subdivision

The Property is currently comprised of the parcels shown on Attachment A, which is all contained on one tax map. Grantor may not subdivide the property.

5. Rights to Use Property for Traditional Purposes

Grantor retains the right to use the Property for traditional agricultural, recreational, hunting, and single-family residential purposes, or to permit others to use the Property for agricultural, recreational, hunting, or single family purposes, in accordance with applicable law. There shall be no multi-family, industrial, or commercial use of the property.

6. Right to Privacy

Grantor retains the right to privacy and the right to exclude any member of the public from trespassing on the Property. There shall be no general right of public access to the property, provided that, however, grantor retains the right to make such use available at Grantor's sole discretion.

7. 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; or firewood distribution, recreational hunting, fishing and river access, so long as such uses are not inconsistent with the purposes of this easement.

8. 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.

9. Procedure to Construct Buildings 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 buildings or recreational improvements on the Property as permitted herein, so as to enable Grantee to keep its records current.

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

B) New Ancillary Structures & Improvements – New ancillary buildings and other structures and improvements to be used primarily for agricultural, recreational or educational purposes may be built on the Property only with the permission of the Grantee.

C) Residential Structures – All existing single- family residential dwellings may be repaired, reasonably enlarged and replaced at their current locations, which are shown on the Baseline Report. No new residential structures may be built on the property.

D) Recreational Improvements – Passive recreational improvements, such as trails, may be built with the permission of Grantee. Under no circumstances shall athletic fields, golf courses or ranges, commercial airstrips or commercial helicopter pads be constructed on the Property. There may be a total of one (1) dock or other river access point on the property, which may be used, at the discretion of the Grantor, as a communal boating facility by residents of each of the permitted dwellings. Grantee shall approve the location of the dock to protect the environmental and scenic integrity of the property and the Broad River.

E) Utility Services and Septic Systems – New and existing wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services to the improvements permitted herein may be constructed, installed, maintained, repaired, removed and replaced. Grantor may grant reasonable easements over and under the Property for septic or other utility systems serving the improvements permitted herein.

F) Vegetative Buffer - There shall be no development or land clearing activities within 100 feet of a river, stream, creek bed, or wetland, other than that which is permitted below. Such areas shall remain a vegetative buffer for water quality purposes at all times, provided that:

- (a) There may be selected clearing, upon permission of the Grantee, of riverfront vegetation to improve the viewshed from the permitted residential dwellings.
- (b) There may be sufficient clearing, upon permission of the Grantee, to allow for a total of one (1) dock as permitted under Section 9.4 for use by residents of the permitted dwelling.

10. 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.

11. 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.

12. Conservation Practices

All agricultural or timbering operations on the Property shall be conducted in a manner consistent with commonly accepted best management Practices. 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 may be undertaken only if in accordance with applicable law and only if a qualified professional environmental consultant certifies in writing that the application of said materials will not substantially diminish the conservation features and productivity of the Property.

14. Forest Management

Hardwood tree species may be removed, cut and otherwise managed to control insects and disease, to prevent personal injury and property damage and for firewood for domestic use. Hardwood species may not be commercially timbered.

Existing stands of non-hardwood species may be commercially timbered and replanted 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 provided that there shall only be allowed one such road for the residential dwelling existing on the property at the time of execution of this easement. 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, radioactive, medical, 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 responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

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

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

(D) Insurance - Grantor shall at all times carry adequate homeowners insurance covering his activities on the property.

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

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

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

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

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

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including, but not limited 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 of 1985, provided the transferee expressly agrees to assume the responsibility imposed on Grantee by this Easement. Grantee shall notify Grantor in writing at least thirty (30) days before any easement transfer. Transfer shall not occur before Grantor has given written consent, which will not be unreasonably withheld.

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. Grantee shall not be entitled to any proceeds from the sale or disposition of the property except pursuant to Section 24.

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 be 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: Ralph Pearson
 151 River Oak Road,
 Little Mountain, SC 29075

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

30. Grantor’s Title Warranty and Mortgages

Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except the lien for current ad valorem taxes and hereby promises to defend the same against all claims that any be made against it. Grantor further warrants that all current or future mortgages shall be subservient to the conditions of this easement.

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 environmental viability or sensitivity of the Property or otherwise impair the conservation values of the Property is prohibited, except with the permission of Grantee.

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

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

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

Granted
Witness:

Ralph B. Pearson

Elizabeth L. Pearson

Accepted:

Witness:

By _____
Chairman
Richland County Council

Attachment A

Richland County, South Carolina Tax Map Number R02900-01-41

Acknowledgments

County of Richland
State of South Carolina,

Personally appeared before me on this _____ day of _____ 2008 and acknowledged that all material statements of fact in the foregoing Deed of Conservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Deed of Conservation Easement is his/her free act and deed.

Notary Public (SEAL)

My commission expires:

Acknowledgments

County of Richland
State of South Carolina,

Personally appeared before me on this _____ day of _____ 2008 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:

Richland County Council Request of Action

Subject

*An Ordinance Authorizing a quit-claim deed to Community Assistance Provider, Inc. for a certain parcel of land on the south side of Sugar Hill Lane***[CONSENT][PAGE 145]**

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-09HR

AN ORDINANCE AUTHORIZING A QUIT-CLAIM DEED TO COMMUNITY ASSISTANCE PROVIDER, INC. FOR A CERTAIN PARCEL OF LAND ON THE SOUTH SIDE OF SUGAR HILL LANE.

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, in general; Section 16-19, Appeals; and Section 16-22, Penalties; so as to amend the appeals process [**PAGES 147-149**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-09HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 16, LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS; ARTICLE 1, IN GENERAL, SECTION 16-19, APPEALS, AND SECTION 16-22, PENALTIES, SO AS TO AMEND THE APPEALS PROCESS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-19, Appeals, is hereby amended as follows:

Section 16-19. Appeals.

- (1) Any person aggrieved by a final assessment, charge backs from an audit, or a revocation or a denial of a business license by the License Official wishing to appeal must first file a written appeal with the License Official for decision by the Business Service Center Appeals Board. The Business Service Center Appeals Board, or its designee, is authorized to reject an appeal for failure to comply with the requirements of this subsection. The following requirements for submission of an appeal must be strictly complied with:
 - a. The appeal must be in writing and state the reasons for the appeal.
 - b. The appeal shall be filed with the License Official within ten calendar (10) days after the payment of all applicable fees and penalties, or within ten calendar days after notification of an assessment, charge-backs of an audit, or notice of denial or revocation is received. This requirement may be waived upon good cause shown to the Business Service Center Appeals Board, but at no time shall an appeal be allowed after thirty calendar (30) days after the payment of all applicable fees and penalties, or notification of an assessment, charge-backs of an audit, or notice of denial or revocation is received.
 - c. The written notice of appeal must be accompanied by an administrative fee (which shall be determined by the License Official) that will be used to partially defray the costs incurred in connection with the administration of appeals. Payment under protest of all applicable fees and penalties, an assessment, or audit charge backs shall be a condition precedent to appeal. The fee will be refunded in the event of final resolution of the appeal in favor of the appellant.

- (2) An appeal or a hearing on revocation shall be held by the Appeals Board within thirty (30) calendar days, or as soon as reasonably possible, after receipt of a request for appeal or service of notice of suspension. The applicant or licensee shall be given written notice as to the date and time of the meeting. At the meeting, all parties have the right to be represented by counsel and to present testimony and evidence. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by the Board shall govern the hearing.

The Board shall, by majority vote of members present, render a written decision based upon findings of fact and the application of the standards herein which shall be served upon all parties or their representatives within fifteen (15) calendar days, or as soon as reasonably possible, after the hearing. The decision of the Board shall be final unless appealed to County Council within ten (10) calendar days after service of the Board's decision. County Council shall review the record and without further hearing affirm, modify, or deny the appeal in the event of an error of fact by the Board. The decision of Council shall be final unless appealed to a court of competent jurisdiction within ten (10) calendar days after service of the County Council's decision.

SECTION II. The Richland County Code of Ordinances, Chapter 16, Licenses and Miscellaneous Business Regulations; Article I, In General; Section 16-22, Penalties, is hereby amended as follows:

Section 16-22. Criminal and Civil Penalties, Injunctive Relief.

- a. Criminal Penalty. Any person violating any provision of this article shall be deemed guilty of a misdemeanor and upon conviction shall be subject to punishment under the general penalty provisions of Section 1-8 of this Code of Ordinances: that is, shall be subject to a fine of up to \$500.00 or imprisonment for not more than thirty (30) days or both. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent fees, penalties, and costs provided for herein.
- b. Civil Penalty. For non-payment of all or any part of the license fee, the License Official shall levy and collect a penalty of five (5%) percent of the unpaid fee for each month or portion thereof after the due date until paid. Penalties shall not be waived except upon good cause shown to the Business Service Center Appeals Board .
- c. Injunctive Relief. The County may seek injunctive relief in a court of competent jurisdiction as a means of enforcing the provisions of this article.

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

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

SECTION V. Effective Date. All sections of this ordinance shall be effective on and after _____, 2009.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE ____ DAY

OF _____, 2009

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

*An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article I, in general; and Article II, Administration***[CONSENT][PAGES 151-171]**

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-09HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; ARTICLE I, IN GENERAL; AND ARTICLE II, ADMINISTRATION.

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

SECTION I. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article I, In General; is hereby amended to read as follows:

ARTICLE I. IN GENERAL

Sec. 6-1. Scope.

This chapter is hereby declared to be remedial and shall be construed to secure the beneficial interests and purposes which are in public safety, health, and general welfare through structural strength, sanitation, adequate light and ventilation, and safety to life and property from fire and other hazards incident to the construction, alteration, repair, removal, demolition, use and occupancy of buildings and structures, or by installation of electrical, gas, mechanical (HVAC), or plumbing equipment or appurtenances.

Sec. 6-2. Activities regulated.

The provisions of this chapter shall apply to the construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition, of every building, structure, installation or any appurtenances connected or attached to such buildings or structures.

Sec. 6-3. Area of applicability.

This chapter shall apply to the unincorporated areas of the county and those municipalities that make an agreement with the council to be regulated by the terms of this chapter.

Sec. 6-4. Conflict of authority.

No provisions of this chapter shall be held to deprive any federal or state agency, or any applicable governing body having jurisdiction, of any power or authority which it had on February 11, 1974, or any remedy then existing for the enforcement of its orders, nor shall it deprive any individual or corporation of its legal rights as provided by law.

Sec. 6-5. Conflict with other ordinances.

Whenever the provisions of this chapter impose more restrictive standards than are required in or under any other ordinance or regulation, the standards herein contained shall prevail. Whenever the provisions of any other ordinance or regulation require more restrictive standards than are required herein, the requirements of such ordinance or regulation shall prevail.

Sec. 6-6. Amendment procedures.

(a) All proposed amendments to this chapter shall be submitted to the ~~planning and development coordinator~~ Director of the Building Codes and Inspections Department, who shall then refer the proposals with his/her recommendation to the council.

(b) Before enacting an amendment to this chapter, the council shall hold a public hearing, which shall be advertised to provide fifteen (15) days' notice of the time and place of such hearing in a newspaper of general circulation in the county.

Secs. 6-7 - 6-17. Reserved.

ARTICLE II. ADMINISTRATION

DIVISION 1. GENERALLY

~~Sec. 6-18. Office of building inspections created.~~

~~There is hereby created an office of building inspections, which shall be under the charge of the county administrator.~~

~~Sec. 6-19. Building codes board of adjustment—Generally.~~

~~(a) *Establishment.* The building codes board of adjustment is hereby established and shall consist of seven (7) members. Such board shall consist of one (1) architect, one (1) engineer, and one (1) contractor, and one (1) member from each of the building, electrical, gas and plumbing industries. All members shall be residents of the county. All members shall be appointed by the council and serve without compensation.~~

~~(b) *Term of office.* All appointments shall be for three (3) year terms. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made.~~

~~(c) *Quorum.* Four (4) members of the board shall constitute a quorum. In varying the application of any provisions of this chapter or in modifying an order of the planning management director, affirmative votes of the majority present, but not less than three (3) affirmative votes, shall be required. No board member shall act in a case in which he has a personal interest.~~

~~(d) *Records.* The secretary planning management director shall act as secretary of the board of adjustment and shall make a detailed record of all its proceedings, which shall set forth the reasons for its decisions, the vote of each member participating therein, the absence of a member, and any failure of a member to vote.~~

~~(e) *Procedures.* The board shall establish rules and regulations for its own procedures not inconsistent with the provisions of this chapter. The board shall meet at regular intervals, to be determined by the chairman, or in any event, The board shall meet within ten (10) days after notice of appeal is received from the secretary or building official. planning management director~~

~~(f) *Technical advisory committees.* The board of adjustment shall appoint the following technical advisory committees to advise the board:~~

- ~~(1) *Building code technical advisory committee.* This committee shall advise the board upon request on such matters pertaining to the building code. The committee shall consist of five (5) members composed of one (1) architect, one (1) civil engineer, one (1) general contractor, and two (2) members from the building industry with at least four (4) years' experience.~~
- ~~(2) *Electrical code technical advisory committee.* The committee shall advise the board upon request on such matters pertaining to the electrical code. The committee shall consist of five (5) members composed of one (1) electrical engineer, one (1) contractor, and three (3) members in the electrical trade with at least four (4) years' experience.~~
- ~~(3) *Gas code technical advisory committee.* The committee shall advise the board upon request on such matters pertaining to the gas code. The committee shall consist of five (5) members composed of one (1) mechanical engineer, one (1) gas contractor, and three (3) members in the gas trade with at least four (4) years' experience.~~
- ~~(4) *Plumbing code technical advisory committee.* The committee shall advise the board upon request on such matters pertaining to the plumbing code. The committee shall consist of five (5) members composed of one (1) mechanical engineer, one (1) plumbing contractor, and three (3) members in the plumbing trade with at least four (4) years' experience.~~

~~Sec. 6-20. Same Actions.~~

~~(a) *Variations and modifications.*~~

- ~~(1) The board of adjustment, when so appealed to and after a hearing, may vary the application of any provision of this chapter to any particular case when, in its opinion, the enforcement thereof would do manifest injustice, and would be contrary to the spirit and purpose of this chapter or public interest, or when, in its opinion, the interpretation of the planning management director should be modified or reversed.~~
- ~~(2) A decision of the board of adjustment to vary the application of any provision of this chapter or to modify an order of the planning management director shall specify in what manner such variation or modification is made, the conditions upon which it is made and the reason thereof.~~

~~(b) Decisions.~~

- ~~(1) Every decision of the board of adjustment shall be final, subject, however, to such remedy as any aggrieved party might have at law or in equity. It shall be in writing and shall indicate the vote on the decision. Every decision shall be promptly filed in the office of the Director of Building Inspections planning management director and shall be open to public inspections; a certified copy shall be sent by registered mail or otherwise delivered to the appellant.~~
- ~~(2) The board of adjustment shall, in every case, reach a decision without unreasonable or unnecessary delay.~~
- ~~(3) If a decision of the board of adjustment reverses or modifies a refusal, order, or disallowance of the building official planning management director, or varies the application of any provision of this chapter, the building official planning management director shall immediately take action in accordance with such decision.~~

Sec. 6-21 . Building inspector.

~~The county administrator shall employ building inspectors upon the recommendation of the planning management director. Such building inspectors shall be supervised by said planning management director.~~

Sec. 6-22 18. Conflicts of interest.

No employee of the ~~office of~~ building codes and inspections department, except one whose only connection is as a member of the building codes board of adjustment established by this chapter, shall be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, or in the making of plans or of specifications therefore unless he/she is the owner of such building. No such employee shall engage in any work that is inconsistent with his/her duties or with the interests of the ~~office of~~ building codes and inspections Department.

Sec. 6-23 19. Liability.

Any officer or employee of the building codes and inspections department, or member of the building codes board of adjustment, charged with the enforcement of this chapter, acting for the council ~~for~~ in the discharge of his/her duties, shall not thereby render himself/herself liable personally, and he/she is hereby relieved from all personal liability for any damage that may occur to persons or property as a result of any act required or permitted in the discharge of his/her duties. Any suit brought against any officer or employee because of such act performed by him/her in the enforcement of any provision of this chapter shall be defended by the county attorney until the final termination of the proceedings.

Sec. 6-24 20. Violations and penalties.

Any person who shall violate a provision of this chapter or fail to comply therewith or with any of the provisions thereof, or violate a detailed statement or plans submitted approved thereunder, shall be deemed in violation of section 6-9-70 of the South Carolina Code of Laws, and upon conviction, shall be punished according to law as stipulated in such section.

Secs. 6-25 21 - 6-30. Reserved.

DIVISION 2. PLANNING MANAGEMENT BUILDING CODES AND INSPECTIONS
DIRECTOR

Sec. 6-31. Hiring.

~~The planning management director shall be hired by the county administrator.~~

Sec. 6-~~32~~ 31. Powers and duties.

In addition to the authority given pursuant to Section 2-224 of this Code, ~~the planning management building codes and inspections~~ director, or his/her duly authorized representative(s) (hereinafter "director" or "building official"), shall have the following powers and duties:

- ~~(1) Operate the office of building inspections;~~
- ~~(2) Administer and enforce this chapter as provided in section 6-33;~~
- ~~(3) Be the secretary for the building codes board of adjustment as provided in section 6-19.~~

Sec. 6-33. ~~Same~~ Further powers and duties.

(a) *Right of entry.* ~~The planning management director~~ building official may enter any building, structure, or premises to perform any duty imposed upon him/her by this chapter. In single-family and apartment dwellings, entry of occupied areas will be by permission of the occupant.

(b) *Stop work orders.* Upon notice from the ~~planning management director~~ building official that work on any building, structure or installation is being done contrary to the provisions of this chapter or in a dangerous or unsafe manner, such work shall be immediately stopped. Such notice shall be in writing and shall be given to the owner of the property, or his/her agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where an emergency exists, no written notice shall be required to be given by the ~~planning management director~~ building official.

(c) *Revocation of permits.* ~~The planning management director~~ building official may revoke a permit or approval, issued under the provisions of this chapter in case there was any false statement or misrepresentation as to a material fact in the application or plans on which the permit or approval was based. In all cases no permit fee shall be refunded.

(d) *Determination of requirements not covered by chapter.* Any requirement necessary for the safety, strength, or stability of an existing or proposed building, structure, or installation, or for the safety of the occupants of a building, or structure, not specifically covered by this chapter, shall be determined by the ~~planning management director~~ building official, subject to appeal to the building codes board of adjustment.

(e) *Determination of alternate materials and alternate methods of construction.* The provisions of this chapter are not intended to prevent the use of any material or method of construction not specifically prescribed by this chapter, provided any such alternate is approved and its use authorized by the ~~planning management director~~ building official. The ~~planning management director~~ building official shall approve any such alternate, provided he/she finds that the proposed design is satisfactory and complies with the intent and purpose of this chapter, and that the material, method, or work offered, is, for the purpose intended, at least the equivalent of that prescribed in this chapter in quality, strength, effectiveness, fire-resistance, durability, and safety. The ~~planning management director~~ building official shall require that sufficient evidence or proof be submitted to substantiate any claim that may be made regarding its use. If, in the opinion of the ~~planning management director~~ building official, the evidence and proof are not sufficient to justify approval, the applicant may refer the entire matter to the building codes board of adjustment.

(f) *Reports.* The ~~planning management director~~ building official shall submit an annual report and other reports as requested by his/her immediate supervisor covering the work of his/her activities. He/she shall incorporate in his/her annual report a summary of the decisions of the building codes board of adjustment during the same period.

(g) *Records.* The ~~planning management director~~ building official shall keep, or cause to be kept, a record of the business of the ~~office of building codes and inspections~~ department. The records of the ~~office of building codes and inspections~~ department shall be open to public inspection during normal working hours.

Sec. 6-34 32. Deputy.

The ~~planning management~~ building codes and inspections director may designate a deputy, who shall, during the absence or disability of the ~~planning management~~ director, exercise all the powers of the ~~planning management~~ director.

Sec. 6-35. ~~Other staff.~~

~~The planning management director shall supervise other necessary staff to fulfill the provisions of this chapter.~~

Sec. 6-36 33. Appeals from decisions.

(a) *General.* Whenever the ~~planning management director~~ building official shall reject or refuse to approve the mode or manner of construction proposed to be followed or materials to be used, or when the holder of the permit claims that the provisions of this chapter do not apply, or

that an equally good or more desirable form of construction can be employed in any specific case, or when it is claimed that the true intent and meaning of this chapter or any of the regulations thereunder were misconstrued or wrongly interpreted, the owner of such building or structure, or his/her duly authorized agent, may appeal the decision of the ~~planning management director~~ building official to the building codes board of adjustment. Pending the decision of the building codes board of adjustment, the ~~planning management director~~ building official's decision shall be considered binding.

(b) *Time limits.*

- (1) Notice of appeal shall be in writing and filed within thirty (30) days after the decision is rendered by the ~~planning management director~~ building official.
- (2) In case a building, structure or installation which, in the opinion of the ~~planning management director~~ building official, is unsafe or dangerous, the ~~planning management director~~ building official may on his/her order limit the time for such appeal to a shorter period.

Secs. 6-37 ~~34~~ - 6-42. Reserved.

DIVISION 3. PERMITS, INSPECTION AND CERTIFICATE OF APPROVAL

Sec. 6-43. Permits required; exception.

(a) No person shall construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any building or structure, or installation of electrical, gas, or plumbing equipment or other apparatus regulated by this chapter without first obtaining from the ~~planning management director~~ building official a separate permit for each such building, structure, or installation. One (1) copy of the required permit shall be forwarded to the county assessor within ten (10) days after issuance. A building, structure, or installation may contain one or more units.

(b) Nothing contained herein shall require any public utility company to obtain a permit for work performed in its respective field on property under the ownership and control of the utility, to include deeded easements. This provision does not apply to buildings on such properties.

Sec. 6-44. ~~Same Form.~~

(c) Application for a permit required by this division shall be made on the form provided by the ~~planning management director~~ building official. The applicant shall furnish information as may be required to complete the application.

Sec. 6-45 ~~44~~. ~~Same~~ Plans and specifications.

(a) When required by the ~~planning management director~~ building official, two (2) or more copies of the specifications and drawings shall accompany every application. Such drawings and

specifications shall contain information as to the quality of materials, where quality is essential to conformity with this chapter.

(b) The ~~planning management director~~ building official may require details, computations, diagrams, and other data necessary to describe the construction or installation and basis of calculations and they shall bear the signature of the person responsible for the design.

(c) All drawings, specifications, and accompanying data shall bear the name and address of the designer. In case of buildings or structures of Groups ~~C, D, A,~~ and E, I, and H occupancy, and all buildings or structures exceeding two (2) stories in height or five thousand (5,000) square feet in area, except one- and two-family dwellings, such designer shall be an architect or engineer legally registered under the laws of this state regulating the practice of architecture or engineering and shall affix his/her official seal to such drawings, specifications, and accompanying data.

Sec. 6-46 45. ~~Same~~—Examination of application; approval or disapproval; appeal from disapproval.

(a) The ~~planning management director~~ building official shall examine or cause to be examined each application for a permit and the drawings and specifications which may be filed therewith and shall ascertain by such examinations whether the construction indicated and described conforms to the requirements of this chapter and other pertinent laws and ordinances. If such drawings and specifications are in conformance, the ~~planning management director~~ building official shall issue a permit to the applicant.

(b) If the application for a permit and the drawings filed therewith describes work that does not conform to the requirements of this chapter or other pertinent laws or ordinances, the ~~planning management director~~ building official shall not issue a permit, ~~but shall return the drawings to the applicant with his/her refusal to issue such permit until corrections are made to conform to the requirements of the building codes.~~ Such refusal shall, when requested, be in writing and shall contain the reasons therefor.

(c) The applicant may appeal the decision of the ~~planning management director~~ building official to the building codes board of adjustment as provided ~~herein section 6-19.~~

Sec. 6-47 46. ~~Same~~—Conditions of issuance.

(a) The ~~planning management director~~ building official shall act upon an application for a permit with plans as filed, or as amended without unreasonable or unnecessary delay.

(b) A permit issued shall be construed to be an authorization to proceed with the work and shall not be construed as authority to violate, cancel, alter, or set aside any of the provisions of this chapter, nor shall such issuance of a permit prevent the ~~planning management director~~ building official from thereafter requiring correction of errors in plans or in construction, or of violations of this chapter.

(c) All building permits shall include a completion date in which construction shall be completed. Any permit issued shall become invalid unless the work authorized by it was commenced within six (6) months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of one (1) year after the time the work is commenced; provided that, for cause, one or more extensions of time for periods not exceeding ninety (90) days each, may be allowed in writing by the ~~planning management director~~ building official. Any structure that has not been completed and has had no permitted/approved/inspected work for a period of one (1) year and has allowed the structure to get in a state of disrepair due to neglect and abandonment, shall be declared debris and abated by demolition. A lien shall be placed on the property and possible legal action taken against the owner for a violation of this Article and for any costs incurred for abatement. Decisions of the Building Official may be appealed to the Building Board of Adjustments and Appeals.

(d) The ~~planning management director~~ building official shall not issue any permit until he/she ascertains that the applicant is in compliance with the state's licensing legislation in respect to the permit in question.

Sec. 6-48 ~~47~~. Same—Transfer of permit.

In case the holder of a permit gives written permission or appears in person with another contractor and grants permission, the permit shall be transferred to another qualified person provided the established transfer fee is paid. If permission is not granted by the original permit holder, the person who completes the construction or installation shall secure a permit covering the work he/she does and shall be responsible, in either case, for all the work done under his/her supervision.

Sec. 6-49 ~~48~~. Same—Notification of quitting required.

(a) Should any person to whom a permit was issued quit the construction or installation for any reason, he/she shall notify the ~~planning management director~~ building official and state the reason. If the construction or installation was partially completed, the person to whom the permit was issued, upon quitting the installation, shall notify the ~~planning management director~~ building official and request an inspection. Acceptance of or violations against the work, shall be recorded by the inspector on the permit record. No refund of the permit fee shall be granted to the person to whom the permit was issued.

(b) If the holder of a permit quits an installation and fails to notify the ~~planning management director~~ building official, the owner or his/her agent may notify the ~~planning management director~~ building official and request inspection. Upon inspection, the holder of the permit shall be sent a notice of any violation. The owner may then secure another qualified person to proceed with the work.

(c) If no work was done, the holder of the permit shall be entitled to a refund on his/her permit; provided, however, that a minimum charge shall be made.

Sec. 6-50 49. Same—Posting.

Work requiring a building permit shall not be commenced until the permit holder or his/her agent shall have posted the building permit card in a conspicuous place on the front of the premises. The permit shall be protected from the weather and in such position as to permit the ~~planning management director~~ building official to conveniently make the required entries thereon. The permit holder shall maintain this permit card in such position until the certificate of approval is issued by the ~~planning management director~~ building official.

Sec. 6-51 50. Fees.

(a) *General.* No permit shall be issued until the required fees are paid, nor shall an amendment to a permit be approved until the additional fee, if any, due to an increase in the estimated cost of the building or structure, is paid. Provided, however, that no fees shall be charged for any Habitat for Humanity project.

(b) *Schedule of fees.* ~~The council hereby establishes the following schedule of fFees for permits, appeals, amendments and other matters pertaining to this chapter shall be determined by the County Council and set forth in the County’s annual Budget Ordinance for the current fiscal year.~~

(1) (i) ~~Building permit—Residential (General contractor's cost, including plumbing, mechanical equipment, and other systems):~~

\$1.00—\$3,750.00, minimum	\$15.00
\$3,751.00—\$50,000.00, per thousand or fraction thereof	4.00
\$50,001.00—\$100,000.00, for the first \$50,000.00 plus \$4.00 for each additional thousand or fraction thereof	200.00
\$100,001.00—\$150,000.00, for the first \$100,000.00 plus \$4.00 for each additional thousand or fraction thereof	400.00
Over \$150,000.00, for the first \$150,000.00 plus \$4.00 for each additional thousand or fraction thereof	600.00

(ii) ~~Building permit—Commercial (General contractor's cost, including plumbing, mechanical equipment, and other systems):~~

\$1.00—\$2,000.00	\$ 15.00
\$2,001.00—\$50,000.00, minimum, per thousand or fraction thereof	9.00
\$50,001.00—\$100,000.00, for the first \$50,000.00 plus \$3.00 for each additional thousand or fraction thereof	450.00

~~\$100,001.00 – \$150,000.00, for the first \$100,000.00 plus \$3.00
for each additional thousand or fraction thereof 600.00~~

~~Over \$150,000.00, for the first \$150,001.00 plus \$2.00 for each
additional thousand or fraction thereof 750.00~~

~~(iii) *Re-inspection fee* (An inspector has been called to inspect a project that is not ready and/or the project has not met the Code's minimum requirements.) Builders will be given one (1) additional inspection free of charge. A flat rate will be charged for every inspection thereafter 15.00~~

~~(iv) *Inspections for which no fee is specifically indicated:* (As a service agency, inspections of older structures, due to a concern of the property owner wanting an objective opinion, could be performed). Flat rate per inspection 25.00~~

~~(v) *Additional plan review* (Additional plan review required by changes, additions, or revisions to approved plans when a client has received a permit and desires to make structural changes to the building and/or site.) Flat rate per review 25.00~~

~~(2) *Electrical permit:*~~

~~\$1.00 – \$900.00, minimum \$10.00~~

~~\$901.00 – \$1,200.00 12.00~~

~~\$1,201.00 – \$1,600.00 14.00~~

~~\$1,601.00 – \$2,200.00 16.00~~

~~\$2,201.00 – \$3,000.00 18.00~~

~~\$3,001.00 – \$50,000.00, for the first \$3,000.00 plus
\$3.83 for each additional thousand or fraction thereof 18.00~~

~~\$50,001.00 – \$100,000.00, for the \$50,000.00 plus
\$2.83 for each additional thousand or fraction thereof 191.50~~

~~Over \$100,000.00, for the first \$100,000.00 plus
\$1.83 for each additional thousand or fraction thereof 333.00~~

~~(3) *Gas, heating and air conditioning:*~~

~~\$1.00 – \$1,000.00, minimum \$ 5.00~~

~~\$1,001.00 – \$50,000.00, per thousand or fraction thereof 3.83~~

~~\$50,001.00–\$100,000.00, for the first \$50,000.00 plus
\$2.83 for each additional thousand or fraction thereof 191.50~~

~~Over \$100,000.00, for the first \$100,000.00 plus \$1.83
for each additional thousand or fraction thereof 333.00~~

~~(4) Plumbing permit:~~

~~1–3 fixtures, minimum \$ 5.00~~

~~Over 3 fixtures, for first 3 fixtures plus \$1.00 for each additional fixture . . . 5.00~~

~~(5) Sewer permit:~~

~~\$1.00–\$1,000.00, minimum \$ 6.00~~

~~\$1,001.00–\$20,000.00, per thousand or fraction thereof 3.83~~

~~\$20,001.00–\$50,000.00, for the first \$20,000.00 plus
\$2.83 for each additional thousand or fraction thereof 76.60~~

~~Over \$50,000.00, for the first \$50,000.00 plus \$1.83
for each additional thousand or fraction thereof 161.50~~

~~(6) Miscellaneous fees:~~

~~Residential Metal Building: (with no distinction between round top buildings and those built with foundation poles): \$14.50 per square foot or the contract price, whichever is less.~~

~~Open Decks and Open Porches: \$14.50 per square foot or the contract price, whichever is less.~~

~~Open Sided Farm Structure/Pole Building: \$7.25 per square foot or the contract price, whichever is less.~~

~~Enclosed Farm Structure, Type 6 Unprotected: \$14.50 per square foot or the contract price, whichever is less.~~

~~Concentrated Agricultural Livestock Enterprise Building, Type 6 unprotected: \$18.00 per square foot or the contract price, whichever is less.~~

~~(c) Permit transfer fee. A permit transfer fee of five dollars (\$5.00) shall be paid for each transfer of a permit.~~

~~(d) Permit refund fee. A permit refund fee of ten dollars (\$10.00) shall be paid for each refund of a permit fee.~~

~~(e) Appeal from planning management director to board of adjustment. A fee of twenty five dollars (\$25.00) shall be paid for each appeal from the planning management director to the board of adjustment.~~

(f) ~~(c) Demolition of building or structure. A fee of twenty dollars (\$20.00) shall be paid for demolition of buildings or structures. No fee shall be paid when the demolition is being done on a noncommercial basis as a gratuity to the property owner, provided that said demolition is being done pursuant to the county's unsafe building regulations, with the county administrator designated to decide when such demolition was being done as a gratuity. The provisions of this subsection shall apply to buildings located in the extreme rural areas of the county only when a complaint is received and/or when the dwelling presents a health or safety hazard. For the purposes of this subsection, "extreme rural area" is defined as those areas zoned as RU under the Richland County Zoning Ordinance, and/or areas of light or sparse population.~~

(g) ~~(d) Moving of building or structures. A fee of fifty dollars (\$50.00) shall be paid for a moving permit as prescribed in the fee schedule for any of buildings or structures. Any person, firm, corporation or agent who is required to pay a fee as one of the prerequisites for moving a building or structure shall request escort service from the sheriff's department, at the current rate of the Sheriff's Special Duty charge, while moving the building or structure over public roads in the unincorporated area of the county. The fee shall be thirty dollars (\$30.00) for the first hour or any portion thereof and a total fee of fifty dollars (\$50.00) any time the escort service exceeds one (1) hour. Proof of coordination or request from the sheriff's department for escort service must be presented to the building official before a building or structure moving permit is issued. Any person who is required by this subsection to pay a fee as a result of moving a building or structure, and who shall be issued a moving permit upon payment of such fee shall be required to present the moving permit when requesting escort services from the sheriff's department or upon request of any officer of the sheriff's department while the building or structure is in transport. Failure to present the moving permit will result in the denial of escort services or the denial of further transport of the building or structure until a moving permit is secured. A building permit for construction shall also be paid and obtained by a licensed contractor, with a 120-day completion date from the date of issuance, prior to the issuance of the moving permit. All buildings or structures shall be parked so as not to obstruct traffic until a moving permit is secured. Fees collected shall be deposited in the general fund of the county. Failure to pay this fee shall result in the denial of escort services until such time as outstanding bills are paid to the county. Further, no additional building or structure-moving permits shall be issued until such time as outstanding bills are paid to the county. Before any person, firm, corporation or agent causes a structure to be placed on a public road or street in the unincorporated area of the county during the hours of darkness to be moved from one location to another, flashing lights shall be installed at five-foot intervals around the perimeter of the structure. Removal of road signs, overhead lines, or any items private or public shall be the responsibility of the moving company for removal and replacement. Any regulations or fees required to move through any municipality, another county, or within the State of South Carolina is the responsibility of the moving company.~~

(h e) If, in the opinion of the ~~planning management director~~ building official, the valuation of the building, alteration or structure appears to be underestimated on the application, the permit shall be denied unless the applicant can show detailed estimated cost to meet the approval of the building official. Permit valuations shall include total cost, such as plumbing, mechanical equipment and other systems.

(i f) Where any construction requiring a permit begun before a permit is obtained, the permit fee will be doubled. This includes all construction and apparatus pertaining thereto.

Sec. 6-52 ~~51~~. ~~Same--~~Elimination of a permit fee for subcontractor if, provided a South Carolina licensed general or residential contractor has already secured a single family residential permit and paid the fee.

(a) Notwithstanding any other provision of this chapter, when a ~~general licensed~~ contractor secures a building permit for the construction of a building or structure, an appropriate permit fee prescribed by the building permit fee schedule will be paid by the ~~general~~ contractor. ~~based on a square foot cost as prescribed by the latest edition through the date of adoption of this Code of Ordinances of the Building Valuation Data published by the Southern Building Code Congress, Inc. A general contractor shall not be denied a permit because of inability to identify subcontractors at the time the permit is applied for. The s~~ Subcontractor(s) performing work for a ~~general licensed~~ contractor will obtain permit(s) for their respective appurtenances, ~~without pay a fee, except for a single family residence. when Trade qualifications, license and state bond are as required shall be provided for all work. Ascertained and providing the general contractor has previously paid a similar fee.~~ The subcontractor's application permit will display the ~~general~~ contractor's name and building permit number so that all permits relating to the same construction can be assimilated. Under extenuating circumstances, the building official shall have the authority to adjust the building permit fee.

(b) When a ~~general licensed~~ contractor is not involved in the installation, renovation, alteration, removing or repairing of appurtenances pertaining to a single family dwelling, building or structure, the individual person or subcontractor will secure a permit for the work to be performed and pay an appropriate fee.

(c) All approved building code publications providing for the paying of a separate permit fee for each respective appurtenance other than by the ~~general~~ South Carolina licensed contractor are hereby declared void.

Sec. 6-53 ~~52~~. Inspections Required.

The ~~planning management director~~ building official shall inspect or cause to be inspected at various intervals all construction, installation, and/or work for compliance with the provisions of this chapter.

Sec. 6-54 ~~53~~. ~~Same--~~Notifications.

(a) *Advance notice.* It shall be the duty of the permit holder to give three (3) working days' advance notice to the ~~planning management director~~ building official when work is ready for inspections or testing.

(b) *Contractor's responsibility.* It shall be the duty of the permit holder to ensure that the work will meet the required inspections or tests before giving the advance notice.

(c) *Building official's responsibility.* It shall be the duty of the ~~planning management director~~ building official to ensure that, provided the proper advance notice is given, the first and second inspections are performed within three (3) working days of the date for which the inspection was requested. ~~If proper advance notice is given and the inspection is not made within the required time, the permit holder may proceed with his construction. This does not imply, however, that the uninspected work must be accepted when the inspection is subsequently performed.~~ The ~~planning management director~~ building official must ensure that the final inspection is performed within five (5) working days of the date for which the inspection was requested, provided proper advance notice is given.

(d) *Re-inspection.* If the ~~planning management director~~ building official finds that the work will not pass the inspections or tests, the permit holder shall be required to make necessary corrections and have the work re-inspected.

Sec. 6-55 54. ~~Same~~—Required inspections (as applicable).

The ~~planning management director~~ building official, upon notification from the permit holder or his/her agent shall make the following inspections of buildings and such other inspections as may be necessary and shall either approve that portion of the construction as completed or shall notify the permit holder or his/her agent wherein the same fails to comply with the law:

(a) *Foundation and wall inspection.*

(1) Wall and pier construction. Footings, piers and curtain walls shall be in place. If curtain wall is not in place, wall ties for brick veneer must be installed in all outside piers.

(2) Concrete slab construction. Plumbing shall be roughed-in ~~booting~~ and foundation wall if required, shall be in place, ~~but~~ and inspected prior to placement of concrete. ~~must not be poured.~~

(3) First inspection will consist of an inspection of foundation trench and pier ~~holes~~ locations prior to ~~pouring~~ placement of concrete unless adequate bearing tests have been previously submitted.

(b) *Roughing-in inspection.* Finished floor shall not be installed. All plumbing, heating, and electrical work shall be roughed-in. No interior finish shall be installed on walls or ceilings. All windows and exterior doors shall be set. All exterior woodwork shall be primed and roof shingles shall be in place. The building shall be weather-tight.

(c) *Final inspections.* Property shall be completed in all respects, all equipment in place and property ready for occupancy. Walks, drives, and all grading and landscaping shall be completed. Yard work shall be completed in such a manner as to divert water away from the building and off the lot so as to avoid excessive erosion. No reinforcing steel or structural framework of any part of any buildings or structures shall be covered or concealed in any manner whatsoever without first obtaining the approval of the ~~planning management director~~ building official, the designing architect or engineer. In all buildings where plaster is used for fire protection purposes, the permit holder or his/her agent shall notify the ~~planning management director~~ building official after all lathing and backing are in place. No plaster shall be applied until the approval of the ~~planning management director~~ building official has been received.

Sec. 6-56 ~~55~~. Same—Safety.

The ~~planning management director~~ building official will inspect any construction, installation, or existing residential structure, which is not required to be inspected, at the owner's request provided the inspection fee is paid.

Sec. 6-57 ~~56~~. Certificate of approval; certificate of occupancy.

(a) *General.* No new building shall be lawfully occupied and no change in occupancy of a building or part of a building shall be made until after the ~~planning management director~~ building official has issued a certificate of occupancy to ensure compliance with the provisions of the building codes.:

(1) ~~A certificate of approval to ensure compliance with the provisions of this chapter; and~~

(2) ~~A certificate of occupancy to ensure compliance with the provisions of section 12-23 of this Code of Ordinances.~~

~~(b) *Certificate of approval, when required.* Upon completion of a building or installation in accordance with approval plans, and after the final inspection herein referred to, and upon application therefor, the planning management director shall issue a certificate of approval.~~

~~(e b) *Certificate of occupancy; when required.* Upon the issuance of a certificate of approval, and upon compliance with the provisions of section 12-23(a)(1) of this Code of Ordinances, and upon application therefor, the ~~planning management director~~ building official shall issue a certificate of occupancy.~~

Secs. 6-58 ~~57~~ - 6-63. Reserved.

DIVISION 4. LICENSING AND BONDING OF BUILDERS, CONTRACTORS AND CRAFTSMEN

Sec. 6-64. Contractors or builders.

It shall be the duty of every contractor or builder who shall make contracts for the erection or construction or repair of buildings for which a permit is required, and every contractor or builder making such contracts and subletting the same, or any part thereof, to pay a license tax as provided in the general license ordinance, and to register his/her name in a book provided for that purpose, with the ~~planning management director~~ building official, giving full name, residence and place of business, and, in case of removal from one place to another to have made corresponding change in register accordingly; ~~and post a proper bond as described in section 6-68 of this division.~~

Sec. 6-65. Plumbing, electrical, mechanical (HVAC) or gas installation business.

Before any person shall engage in the plumbing, electrical, HVAC or gas installation business, he/she shall pay a license tax as provided for that purpose, ~~with the building official,~~ giving full name, residence and place of business, and, in case of removal from one place to another to have made a corresponding change in such register accordingly; ~~and post a proper bond as described in section 6-68 of this division.~~

Sec. 6-66. Craftsmen qualification cards.

(a) Where any plumbing, gas, mechanical (HVAC) or electrical installation work is being done, a master ~~or journeyman~~ with a current qualification card issued by Richland County ~~or registration certificate~~ shall be in actual control and in charge of the work being done.

(b) Any person wishing to qualify permanently for qualification cards shall satisfy the ~~planning management director~~ building official of his/her competence by ~~either of the following methods:~~

- (1) ~~By satisfactorily completing a written test of competence devised or approved by the building codes board of adjustment; or~~
- (2) ~~By satisfactorily completing a practical field examination administered by the building codes board of adjustment or its agent.~~

(c) Qualification cards shall be valid for a period ending December thirty-first of the year of issue, and may either be renewed annually for five dollars (\$5.00), or for a five-year period for twenty-five dollars (\$25.00). The purchaser of the qualification card has the election of renewing for one (1) year or five (5) years.

~~(d) Written and practical examinations required by this section shall be offered at least three (3) times per year. The planning management director shall set an examination fee for each administration, and any person may stand any examination as many times as he wishes, provided the appropriate fee is paid:~~

~~(1d) There shall be no grandfather clause that would permit the licensing of craftsmen on the basis of facts existing prior to February 11, 1974.~~

(2e) Qualifications for licensing or registration of craftsmen shall be established through written, oral, or field examinations as provided by SC State Licensing Boards for in this subsection, the standards of which shall be uniform with different levels of achievement being required for the different categories of qualification; provided, however, that, a written skill test shall be necessary for obtaining a master's card.

~~(3) Written examinations for qualifications shall be given regularly, every three (3) months.~~

~~(4) Persons obtaining registration through field or oral examinations shall be restricted to work on one and/or two family dwellings.~~

~~(5) Tests given (if jobs are available) for field and oral examinations must be supervised by a holder of a master electrician, plumber, or gas fitter's card in the office of the building official.~~

(6f) Reciprocity shall be extended to other counties and municipalities ~~which~~ that have requirements equivalent to those of this county

Sec. 6-67. Illegal work; revocation of license.

Any person engaged in the plumbing, electrical, mechanical (HVAC), or gas installation business, whose work does not conform to the rules and regulations set out in this chapter, or whose workmanship or materials are of inferior quality, shall on notice from the ~~planning management director~~ building official make necessary changes or correction at once so as to conform to this ~~Code chapter~~; if work has not been so changed after ten (10) days' notice from the ~~planning management director~~ building official, the ~~planning management director~~ building official shall then refuse to issue any more permits to that person until such work has fully complied with the rules and regulations of this chapter. The ~~planning management director~~ building official may appear before the building codes board of adjustment and request that all licenses be revoked because of continued violations. Any license issued under this chapter, upon recommendation of the building codes board of adjustment, may be revoked by the county council. When the revocation of any such license is to be considered and voted upon by the council at any meeting, the person to whom the license has been issued shall have at least three (3) days' notice in writing of the time and place of such meeting together with a statement of the grounds upon which it is proposed to revoke such license.

~~Sec. 6-68. Bond or insurance required.~~

~~(a) Before any person shall engage in the business of gas, electrical or plumbing installations or building erection, construction or repair, in the area of applicability of this chapter, he/she shall first obtain the proper license and deposit with the county a good and sufficient bond or liability insurance, recoverable by Richland County to cover any damage to county property and to indemnify Richland County for any claims against it resulting from activity of the contractor. The bond or insurance must be in the following minimum amounts:~~

- ~~(1) Contractors or builders: Two thousand five hundred dollars (\$2,500.00);~~
- ~~(2) Plumbing installation business: One thousand dollars (\$1,000.00);~~
- ~~(3) Electrical installation business: One thousand dollars (\$1,000.00);~~
- ~~(4) Gas, installation business: One thousand dollars (\$1,000.00);~~
- ~~(5) Swimming pool contractors: One thousand dollars (\$1,000.00);~~
- ~~(6) House moving contractors: One thousand dollars (\$1,000.00).~~

~~(b) The above is to be approved by the county attorney, provided that the person engaged in the business for which the bond is deposited will faithfully observe all the laws pertaining to that business; further, that the county shall be indemnified and saved harmless from all claims arising from accidents and damage of any character whatsoever caused by the negligence of such person engaged in the businesses, bonded here, or by any other unfaithful or inadequate work done either by themselves or their agents or employees and that such person will maintain in a safe condition for a period of one (1) year all ditches and excavations which may be opened in the performance of any gas, plumbing or electrical installation work and further that all dirt and other materials excavated will be replaced in a good condition with similar materials. Where such excavation is made in an unpaved street, or any street paved with chert or macadam, the word "street" as herein used shall apply to sidewalks, curbs, gutters and street paving.~~

Sec. 6-69 68. Allowing one's name, license or bond to be used to obtain permit fraudulently.

No person engaged in the business of gas, electrical, mechanical (HVAC), or plumbing installation, or building erection, construction or repair shall allow his/her name to be used by any other person, directly or indirectly, to obtain a permit or for the construction of any work under his/her name; or license ~~or bond~~; nor shall he/she make any misrepresentations or omissions in his/her return. A violation of this section shall be considered grounds for the revocation of the license.

Secs. 6-70 69 - 6-80 74. Reserved.

DIVISION 5. BUILDING CODES BOARD OF ADJUSTMENT

Sec. 6-75. Building codes board of adjustment.

(a) Establishment. The building codes board of adjustment is hereby established and shall consist of seven (7) members. Such board shall consist of one (1) architect, one (1) engineer, and one (1) contractor, and one (1) member from each of the building, electrical, gas and plumbing industries. All members shall be residents of the county. All members shall be appointed by the council and serve without compensation.

(b) Term of office. All appointments shall be for three (3) year terms. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made.

(c) Quorum. Four (4) members of the board shall constitute a quorum. In varying the application of any provisions of this chapter or in modifying an order of the planning management director, affirmative votes of the majority present, but not less than three (3) affirmative votes, shall be required. No board member shall act in a case in which he has a personal interest.

(d) Records. The director shall act as secretary of the board of adjustment and shall make a detailed record of all its proceedings, which shall set forth the reasons for its decisions, the vote of each member participating therein, the absence of a member, and any failure of a member to vote.

(e) Procedures. The board shall establish rules and regulations for its own procedures not inconsistent with the provisions of this chapter. The board shall meet at regular intervals, to be determined by the chairman, or in any event, the board shall meet within ten (10) days after notice of appeal is received from the director.

(f) Variations and modifications.

- (1) The board of adjustment, when so appealed to and after a hearing, may vary the application of any provision of this chapter to any particular case when, in its opinion, the enforcement thereof would do manifest injustice, and would be contrary to the spirit and purpose of this chapter or public interest, or when, in its opinion, the interpretation of the director should be modified or reversed.
- (2) A decision of the board of adjustment to vary the application of any provision of this chapter or to modify an order of the director shall specify in what manner such variation or modification is made, the conditions upon which it is made and the reason thereof.

(g) Decisions.

- (1) Every decision of the board of adjustment shall be final, subject, however, to such remedy as any aggrieved party might have at law or in equity. It shall be in writing and shall indicate the vote on the decision. Every decision shall be promptly filed in the office of the director and shall be open to public inspections; a certified copy shall be sent by registered mail or otherwise delivered to the appellant.
- (2) The board of adjustment shall, in every case, reach a decision without unreasonable or unnecessary delay.
- (3) If a decision of the board of adjustment reverses or modifies a refusal, order, or disallowance of the director, or varies the application of any provision of this chapter, the director shall immediately take action in accordance with such decision.

Secs. 6-76 - 6-80. Reserved.

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2009.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE _____ DAY

OF _____, 2009

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: February 3, 2009 (tentative)
Public Hearing:
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

Request to approve an amendment to the lease agreement between Richland County and Palmetto Health Alliance
[CONSENT][PAGES 173-174]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

STATE OF SOUTH CAROLINA)
) Lease Addendum
COUNTY OF RICHLAND)

THIS ADDENDUM entered into this ____ day of _____, 2009, by and between Richland County, South Carolina (hereinafter referred to as "County"), the Board of Trustees of Richland Memorial Hospital (hereinafter referred to as the "Board"), and Palmetto Health Alliance F/K/A BR Health System, Inc. (hereinafter referred to as "Palmetto Health").

WHEREAS, the parties entered into a Lease (hereinafter the "Lease"), dated February 9, 1998, covering improved real property located in Richland County, South Carolina, which Lease was subsequently amended on April 22, 2003; and

WHEREAS, the parties now wish to further amend said Lease.

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the parties agree as follows:

1. The Lease is amended by deleting existing sections 4.01 A.(2) and A.(3) and inserting the following as new sections 4.01 A.(2) and A.(3):

(2) An amount, on or before October 1 of each year, equal to the County's annual assessment for the Medically Indigent Assistance Program ("MIAP") or any successor program, as determined each year by the State of South Carolina, less \$100,000.

(3) The sum of Two Hundred Fifty Thousand Dollars (\$250,000), on or before October 1 of each year, for community-based primary care clinics and programs as determined by the County Council and communicated in writing to Palmetto Health. The parties agree that as of January 1, 2009, Palmetto Health has been directed to distribute the above-referenced \$250,000 with \$100,000 being allocated to Eau Claire Health Cooperative; \$50,000 being allocated to the Free Medical Clinic; and \$100,000 being allocated to Richland Community Health Cooperative.

2. In all other respects, the Lease and any amendments thereto shall remain in full force and effect.

3. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.

4. This Agreement and all amendments or additions hereto shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA
BY RICHLAND COUNTY COUNCIL

By: _____
Its Chairperson

THE BOARD OF TRUSTEES OF RICHLAND
MEMORIAL HOSPITAL

By: _____
Its Chairperson

PALMETTO HEALTH ALLIANCE

By: _____
Its Board of Directors Chairperson

Richland County Council Request of Action

Subject

*An Ordinance Amending the Richland County Code of Ordinances, Chapter 1, General Provisions, so as to add a new section regulating the naming of buildings***[CONSENT][PAGES 176-177]**

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-09HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 1, GENERAL PROVISIONS, SO AS TO ADD A NEW SECTION REGULATING THE NAMING OF BUILDINGS.

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 1, General Provisions; is hereby amended by adding a new Section 1-15 to read as follows:

Sec. 5-15. Naming of Buildings.

(a) The county council shall have the authority to name all county-built, county-financed and/or county-owned public buildings or properties.

(b) Such county-built, county-financed and/or county-owned public buildings or properties may be named in honor of any organization or deceased or living individual, at the discretion of County Council.

(c) When a county-built, county-financed and/or county-owned public buildings or property is to be named to honor an individual or organization, the following procedure shall be used:

(1) Appropriate persons likely to be interested in the name of the park shall be contacted and encouraged to submit one (1) or more suitable names. These persons may be parties who donated land for the facility in question or who made some other similar contribution.

(2) Once appropriate county staff persons are satisfied that all relevant sources of input have been exhausted, they will submit all such information to the county administrator with a staff recommendation as to what the facility should be named.

(3) Upon receipt of the staff's recommendation, the county administrator shall review it and submit the list to the chairman of the appropriate committee of the county council for inclusion on the agenda of the next available county council meeting.

(4) Such committee shall review the staff recommendation and forward a recommendation of its own to the full county council.

(5) Upon receipt of the committee's recommendation, county council shall give the facility such name as it deems to be in the best interest of the community as a whole and of its citizens, and one which reflects the community's history, geography, leaders, and/or culture.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2009.

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE _____ DAY
OF _____, 2009.

Michielle R. Cannon-Finch
Clerk of Council

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

Richland County Council Request of Action

Subject

*Budget Amendment (\$84,877) to cover a deficit for overtime, part-time employment, and operating expenses in the Board of Voter Registration Department***[CONSENT]**

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject

Policy Regarding Project Code Names and Public Hearings [**PAGE 180**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

A FORM OF ECONOMIC DEVELOPMENT PROJECT PUBLIC HEARING NOTICE

NOTICE OF PUBLIC HEARING

THIS NOTICE OF PUBLIC HEARING PERTAINS TO AN ORDINANCE REGARDING TAX INCENTIVES FOR A COMPANY THAT IS CONSIDERING INVESTING IN RICHLAND COUNTY. Notice is hereby given that the County Council for Richland County will conduct a public hearing relating to an Ordinance "AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND PROJECT XYZ, ITS AFFILIATES AND ASSIGNS, TO PROVIDE FOR A FEE IN LIEU OF TAXES INCENTIVE, INCLUDING THE GRANT OF AN INFRASTRUCTURE CREDIT; TO PROVIDE FOR THE INCLUSION OF THE PROJECT IN A MULTI-COUNTY BUSINESS OR INDUSTRIAL PARK; AND OTHER RELATED MATTERS." As is standard County practice, Project XYZ will continue to be referred to by its code name for confidentiality purposes through second reading of the Ordinance. The name of the company involved with Project XYZ will be revealed at third reading of the Ordinance.

The hearing will be held in the County Council Chambers, 2020 Hampton St., Columbia, South Carolina, at 6:00 p.m. on _____, 20___. At the time and place fixed for said public hearing all taxpayers, residents or other interested persons who appear will be given an opportunity to express their views for or against the matters contemplated by the ordinance referenced above. Any persons wishing to submit written comments may submit them to the County Administrator no later than 12:00 noon on _____, 20__.

RICHLAND COUNTY, SOUTH CAROLINA
Milton Pope, County Administrator

Richland County Council Request of Action

Subject

- Accommodations Tax Committee - 3
- Employee Grievance Committee -2
- Hospitality Tax Committee - 2

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

Richland County Council Request of Action

Subject

Accommodations Tax Advisory Committee - 2

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

Richland County Council Request of Action

Subject

Airport Commission - 3 [PAGES 184-187]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: John Mark Dean
Home Address: 127 S. Edisto Ave Columbia, SC 29205
Telephone: (home) 803-799-7404 (work) Ret.
Office Address: -
Email Address: Johnedean@earthlink.net
Educational Background: BA, MS, Ph.D
Professional Background: Faculty - USC - 1970-2002 (Res + public policy)

Male [] Female [] Age: 18-25 [] 26-50 [] Over 50 [x]

Name of Committee in which interested: Richland County Airport Commission

Reason for interest: I live in Hollywood - Rose Hill and am aware of the airport and I have used its facilities regularly and the neighbor hood representative seat

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission:

Knowledgeable of policy and process - Have served on local, state and federal committees and commissions

Presently serve on any County Board/Commission/Committee? no

Any other information you wish to give? Bio attached - email correspondence

Recommended by Council Member(s): Kit Smith - Gregg Pearce

Hours willing to commit each month: as necessary

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the board for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all boards shall be required to abstain from voting or influencing through discussion or debate or any other way, decisions of the board affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge it is true and complete.

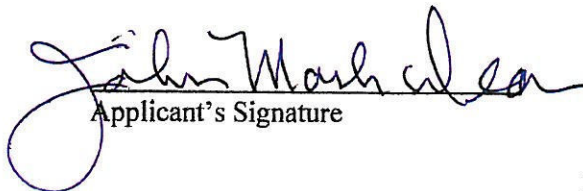
Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Board or Commission, as the County Council, by majority vote of the council, shall elect.

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the board?

Yes _____ No _____

If so, describe: _____

 _____
Applicant's Signature Date 01/15/08

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file



RETRIEVING MAILBOX .

WEB MAIL

john.dean@earthlink.net



41% of 200 MB used Empty Trash

Increase Storage Space

- Check Mail
- Write Message
- News Headlines
- spamBlocker (HIGH)

Folders

- Suspect Email (0)
- Known spam (0)
- INBOX (66)
- Drafts (1)
- Sent (9)
- Trash (129) [Empty]
- Agnitouristi (3)
- Airport Commission (4)
- Aquatic Enterprises (30) new
- Caesar's Head Water (253) new
- Caesars Head (1)
- CH H2O Dec 3 (205) new
- CH H2O Governance (4) new
- Chamber Pots (1)
- Correspondence (5) new
- Credit Cards (9) new
- Family (10)
- Goldwater (2)
- Kosmos (39)
- Luckhurst (2)
- Morocco (2)
- Natural Gas Comm (7)
- RPI (0)
- SAFMC (1)
- Sicily (7)
- Spoleto (1)
- Striped Bass St (10)
- Sustainable Fishere (9)
- US Air Bus Mast (1)

- Address Book
- Preferences
- Search Messages
- Web Mail Help
- Feedback
- Sign Out

Message

« Back to INBOX sorted by Sender

Reply Reply All Forward... Print Delete Spam Move to... More Actions...

From: Chuck Lesser <chuck_lesser@hotmail.com> [Add to Address Book]
To: Greg Pearce <gpearce@rogov.us>, John Mark Dean <jmdean@sc.edu>
Cc: Geogianna Graham <gggraham@sc.rr.com>, Beth Bilderback <bilderbk@mailbox.sc.edu>
Subject: RE: Neighborhood representative on Richland County Airport Commission
Date: Dec 17, 2008 11:26 AM

Greg,

I believe the other neighborhood seat has already been filled by Peter ____ from the Rosewood Community, but there are other terms that have expired, including C.B.'s. I am copying John Dean, and he will list both Kit and you as sponsoring council persons and will note "neighborhood representative seat."

Happy holidays to you and yours, too.
Chuck

Subject: RE: Neighborhood representative on Richland County Airport Commission
Date: Wed, 17 Dec 2008 08:42:32 -0500
From: gpearce@rogov.us
To: chuck_lesser@hotmail.com

Chuck,

As a follow-up to my previous email on this subject, the two neighborhood vacancies on the Airport Commission will be advertised as soon as the ads can be placed in the newspaper with interviews and appointments to be made in January. Please have Mr. Dean contact Monique Walters, the clerk that handles the paperwork for the Appointments Committee, at telephone number 576-2068 to secure an application form and instructions on how to apply. It is important to have him note on the application that he is applying for a neighborhood representative seat so there will not be any confusion later on. I would not anticipate any difficulties having him appointed unless someone else from your neighborhood applies. I would suspect that this is highly unlikely.

Happy Holidays,

Greg Pearce

From: Chuck Lesser [mailto:chuck_lesser@hotmail.com]
Sent: Wednesday, December 03, 2008 2:10 PM
To: KitSmithAOL; Gregory Pearce
Subject: Neighborhood representative on Richland County Airport Commission

Kit and Gregg,

As Gregg knows from the last meeting, my term on the Richland County Airport Commission has expired. I have served two terms and am therefore ineligible for reappointment. I will continue to serve until a replacement is appointed.

John Mark Dean, who is retired from the University of South Carolina, has indicated that he is willing to represent the Hollywood-Rose Hill Neighborhood on the commission. Gregg, although we have differed on some issues, I feel that we have felt mutual respect for each other. At my last appointment you were both willing to have me list you on the application as supporting my appointment. Can John Mark Dean do the same?

Sincerely,
Chuck Lesser

Reply Reply All Forward... Print Delete Spam Move to... More Actions...

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Dr. John M. Dean: Distinguished Professor Emeritus, and Senior Fellow in Science and Ocean Policy and special advisor to the Director of the Baruch Institute, University of South Carolina.

His research emphasizes the age and growth of recreationally and commercially important fishes in fresh water, estuarine and oceanic ecosystems and environmental resource policy and management. His laboratory developed several key methods for the use of otoliths to age larval, juvenile and adult fishes, and especially pelagic fishes. Dr. Dean and his students have conducted research projects on the ecology of tuna and swordfish in the Mediterranean Sea and Atlantic Ocean and he collaborates with colleagues in Italy, Japan, France, Netherlands, Greece and Turkey. He has more than 100 publications in the refereed literature and numerous technical reports. Dr. Dean was awarded an honorary Doctor of Science degree by Cornell College of Iowa in 2003.

His service on numerous advisory committees dealing with natural resource issues, and the role of science in the development and implementation of natural resources policies at the domestic and international level enables him to bring a unique perspective to his students, the public and to policy makers. Dr. Dean served on the Committee on Technology and Marine Habitats and the Committee to Identify High-Priority Science to meet National Coastal Needs for the National Research Council of the National Academy of Sciences. He served on the South Carolina Coastal Council (1979-83), and was a member of the South Carolina Coastal Council Blue Ribbon Committee for Coastal Zone Management (1987). He served three terms on the South Atlantic Fishery Management Council, 1987-90 and 1999-2006. He chaired the Highly Migratory Species committee as well as serving on several other committees of the council and was the council delegate to the US ICCAT Advisory Committee. He served four terms on the United States Advisory Committee for the International Commission for the Conservation of Atlantic Tunas and was chairman 1992-96. Upon completion of his third term on the SAFMC, he was appointed to their external Science and Statistics Committee. Professor Dean was appointed to the South Carolina Heritage Trust Advisory Board (1991-97) and was a member of the Advisory Board of the Land and Water Division of the South Carolina Department of Natural Resources from 1992-2007. For over 20 years, Dr. Dean was the convener of the session on Natural Resources and the Environment for Leadership South Carolina. He serves as a consultant to several seafood and restaurant companies, including the Ponte Vecchio Ristorante in Boza, Italy, Trattoria Lillicu in Cagliari, Italy and is a member of the Steering Committee of the South Carolina Sustainable Seafood Initiative. The South Carolina Supreme Court appointed him to the South Carolina Commission on Judicial Conduct from 2001-2011.

Richland County Council Request of Action

Subject

Board of Assessment Control - 1

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

Richland County Council Request of Action

Subject

Planning Commission - 2 [PAGES 190-207]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: **Gary J. Atkinson**

Home Address: **109 Pebble Creek Road, Chapin, SC 29036 Richland County**

Telephone: (home) **(803) 345-5306 or (803) 345-7789** (cell) **(828) 280-6670**

Office Address: **Same**

Email Address: **gary.atkinson@volvo.com**

Educational Background: **AAS & BS, Milwaukee School of Engineering, 1974**

Professional Background: **Employed by Volvo Construction Equipment, Asheville, NC (28 yrs.)**

Male

Age: **58 yrs.**

Name of Committee in which interested: **Planning Commission**

Reason for interest: **I am a 23 year resident of Richland County and am interested in the organized and planned growth of the county. I am currently serving with the Conservation Commission and would prefer to get more directly involved with establishing the growth plans for the county.**

Your characteristics/qualifications, which would be an asset to the Commission:

I have a wide range of experience in construction and development projects but am also conservation-minded. I am a longtime resident of Richland County and have much hands-on experience in most areas of the county as a volunteer senior reserve deputy with Richland County Sheriff's Department (5+ yrs). I also travel extensively in the Southeast and have much experience with development projects and techniques throughout the region.

Presently serve on: **Richland County Conservation Commission (3+ yrs.)**

Recommended by Council Member(s): **Bill Malinowski & Kit Smith**

Hours willing to commit each month: **Approximately twenty (20) hours or more as required.**

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the board for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all boards shall be required to abstain from voting or influencing through discussion or debate or any other way, decisions of the board affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge it is true and complete.


Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Board or Commission, as the County Council, by majority vote of the council, shall elect.

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the board?

No **X**

If so, describe: *I have no business, financial or personal interest that would conflict with the activities of the Richland County Planning Commission.*


Applicant's Signature

DEC 15, 2008
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Heather M. Cairns

Home Address: 840 Old Woodlands Rd. Columbia, SC 29209

Telephone: (home) 803.446.2873 (work) 803.771.6979

Office Address: 2537 Gervais Street, Columbia, SC 29204

Email Address: hmc@sc.rr.com

Educational Background: BS Kent State University, Master in Land Arch Ohio State, JD Univ. of South Carolina School of Law

Professional Background: Attorney, Registered Landscape Architect

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Planning Commission

Reason for interest: genuine interest in the future of Richland County and believe Planning ought to be a part of the Planning Commission

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission:
Current Member, professional experience in land planning and development

Presently serve on any County Board/Commission/Committee? Yes, Planning Commission

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: _____

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the board for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The

1

Clerk of Council shall be notified of any change on an annual basis and members of all boards shall be required to abstain from voting or influencing through discussion or debate or any other way, decisions of the board affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge it is true and complete.


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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the board?

Yes _____ No NO _____

If so, describe: _____


Applicant's Signature

1, 26, 09
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

Staff Use Only			
Date Received: _____	Received by: _____		
Date Sent to Council: _____			
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> On file



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Frank Walker Cason
Home Address: 4615 Limestone St., Columbia, SC 29206 Dist 6
Telephone: (home) 803-738-7030 (work) 803-254-2300
Office Address: 1301 Gervais Street, Suite 600, Columbia, SC 29201
Email Address: fcason@collierskeen.com

Educational Background: Bachelor's degree in Finance and Real Estate from the University of South Carolina

Professional Background: 4 years working in the commercial real estate industry

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Planning Commission

Reason for interest: I have lived in Richland County almost all of my life. I have a passion to see this county grow in a responsible, community oriented manner. I feel that this can be done in a way that makes it attractive to businesses and outside investment. I don't think that we will change overnight, but I believe that the county must be more proactive in planning. I believe that we cannot stop growth. In fact, I believe that we must have growth if we want to maintain a strong economic environment in our county. With this in mind, we must do what we can to properly manage growth without hurting our existing communities. I believe that it is time for me to serve the county that I live in.

Your charastics/qualifications, which would be an asset to Committee/Board/Commission: Being that I have lived here most of my life, I have not only a passion for better government and communities, I have an understanding and appreciation of how diverse our county is. Additionally, my youthful vigor will allow me to have a very different view on planning than many members of the commission. I will have a much more long range view on planning, because my family and I will be here for a long time. My professional background will allow me the opportunity to provide insight from the business world and help the commission with matters related to commercial property issues and future planning.

Presently serve on any County Board/Commission/ Committee? No

Any other information you wish to give? It is my number one desire to serve my Lord Jesus Christ in all that I do. That desire affects all of my decisions including my decision to serve on the planning commission and my decisions if appointed to the planning commission. That should be understood before I am considered for any appointment. It should also be understood that I believe the Sabbath is a holy day for worshipping God. I will not participate in any county meetings on the Sabbath.

Recommended by Council Member(s):

Hours willing to commit each month: I am willing to commit as much time as is needed.

CONFLICT OF INTEREST POLICY

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Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all boards shall be required to abstain from voting or influencing through discussion or debate or any other way, decisions of the board affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Board or Commission, as the County Council, by majority vote of the Council, shall elect.

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the board?

Yes X No _____

If so, describe: I am currently building a small residential community in the Dutch Fork area of Richland County. It is a 29 home community with over 30% of the development in green space. It would be my desire to create other similar communities in the future. I am also a licensed real estate agent and from time to time have clients that come before the planning commission with their projects.

[Signature]
Applicant's Signature

11/19/08
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202
For information, call 576-2060

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

Staff Use Only		
Date Received: _____	Received by: _____	
Date Sent to Council: _____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
		<input type="checkbox"/> On file



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Stephen L. Gilchrist

Home Address: 319 Winding Wood Circle Blythewood, SC 29016 Richland County Northeast

Telephone: (home) (803) 873-9065 (work) (803) 361-9479

Office Address: 319 Winding Wood Circle Blythewood, SC 29016

EmailAddress: sgilchrist1@sc.rr.com

Educational Background: Major: Performing Arts South Carolina State University

Professional Background: Please see attached Vitae

Male *** Female

Age: 18-25

26-50 **** Over 50

Name of Committee in which interested: Planning Commission

Reason for interest: I believe my experiences and professional profile lends it self to address and objectively serve the County's planning initiatives and long term approach to development

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission:

My qualifications in clued but not limited to the following: Former Assistant County Administrator, My role as a former chamber of commerce executive and my leadership skills and involvement in my community.

Presently serve on any County Board/Commission/Committee? Yes, I am the County Council

Appointee to Historic Columbia

Any other information you wish to give?

Recommended by Council Member(s): Former Council Member Joe McEachern and my Council member Joyce Dickerson

Hours willing to commit each month: Any hours the role requires

CONFLICT OF INTEREST POLICY

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All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Board or Commission, as the County Council, by majority vote of the council, shall elect.

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the board?

Yes _____ No NO _____

If so, describe: _____


Applicant's Signature

1/14/09
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

Staff Use Only

Date Received: _____

Received by: _____

Date Sent to Council: _____

Status of Application: Approved Denied On file

Executive Bio for Mr. Stephen L. Gilchrist

*319 Winding Wood Circle
Blythewood, South Carolina 29016
Phone (803) 361-9479
Fax (803) 873-9065
Email sgilchrist1@sc.rr.com*

Stephen Gilchrist is considered to be an expert in the areas of political strategy, legislative policy and grassroots organizing. He attended South Carolina State University with a major in performing Arts and Music and is a recent graduate of the *South Carolina Executive Institute for State and Local Government Executives*. He started his career in Government upon completing an apprenticeship with the South Carolina Legislative Black Caucus and was appointed as a legislative analyst for the South Carolina Senate Finance Committee. He was responsible for researching bills and providing assistance in crafting a 5 Billion dollar budget for state government in South Carolina. His level of responsibility has consistently increased over the years as he has pursued numerous leadership roles in South Carolina.

In 1994, he was appointed Job Training Director for the South Carolina Employment Security Commission in Anderson, South Carolina where he provided employment training for residents in Anderson, Oconee and Pickens counties. He returned to his hometown of Greenwood to be later appointed the Community Development Director for the Greenwood Area Chamber of Commerce. His primary responsibilities were to engage community and neighborhood groups in designing strategic plans for non-traditional economic development opportunities as well as community and grassroots organizing within Greenwood County.

In 1998, Mr. Gilchrist was appointed Assistant County Administrator for Greenwood County. He was responsible for the day-to-day operations of eight major departments as well as assisting County Council to craft a 17 million dollar annual budget. In 1999, Mr. Gilchrist relocated to Greenville, South Carolina to serve as President and CEO of Within Reach, a nonprofit organization with a mission to serve under privileged communities. He accomplished this by developing community-based partnership with local organizations and assisted neighborhood groups to devise strategic plans for future enterprise development within Greenville County.

In the spring of 1999, Mr. Gilchrist reentered the public policy arena and was selected as the Vice President of Public Policy for the South Carolina United Way. He was responsible for coordinating legislative priorities among the forty six county United Ways in South Carolina and designed an annual legislative agenda for the South Carolina General Assembly.

In 2000, Mr. Gilchrist was appointed to the Governors Office to work on education policy and to help pass and launch the Governors signature initiative South Carolina First Steps to School Readiness.

He was Director of Community and Legislative Affairs, and responsible for developing local coalitions in each county to prepare children ready for first grade according to the legislation that govern the initiative. In 2001, Mr. Gilchrist was appointed Director of the office of Fatherhood and Strengthening Families Initiatives for the South Carolina Department of Social Services. His responsibilities included but were not limited to researching agency policy to determine how best to serve fathers and families within the current system of DSS. By law his office created partnerships within other cabinet, state and community based agencies to identify root causes of serving fathers and families and was jointly responsible for implementing the department's Faith Based and Community Based Initiatives within the office of Regional and County Operations.

Mr. Gilchrist is the Founder of the South Carolina Center for Grassroots and Community Alternatives a statewide non-profit organization with a mission to develop policies for educational and economic alternatives. Gilchrist lead a statewide grassroots movement toward a new educational reform agenda focusing on parental choice for South Carolina families. In addition to the Center, he established two major influential Advocacy groups, the South Carolina Clergy for Educational Options and the South Carolina Minority Independent Schools Association to advocate on behalf of reform.

He is the former Executive Director of the South Carolina Legislative Black Caucus and is a partner in the lobbying firm of The Gilchrist Rush Group. In September of 2006, Mr. Gilchrist was named the Regional Vice President for Imagine Schools, a national non-profit organization that operates Public Charter schools in the United States.

Mr. Gilchrist has received numerous awards and recognition for his leadership role regarding families, communities, education and economic development, including a national honoree award from the National Center for Strategic Non Profit Planning and Community Leadership for his work with children and families. He was also recognized by the state of Georgia as an honorary citizen for his tireless advocacy efforts to change public policy to better serve families.

Community Activities and Involvement

Locally, Mr. Gilchrist is very involved in his community. Among his many community activities he is Chairman of the African Americans for Better Governance; he is a Member of the SIC Council at North Springs Elementary School. SC World Trade Center Advisory Board member, County Council Appointee to the Historic Columbia Foundation Board, Lee County Cotton Museum Board of Directors, Executive member of the South Carolina Democratic Leadership Council, Economic Development instructor for teaching employability and small business development skills for low-income residents in Richland County.

He is an active member of St. Mathews United Methodist Church where he serves as the Minister of Music. He is a certified Mediator and Arbitrator in South Carolina and a little league basketball coach. He is a member of the NE Kiwanis Club and is married to his wife Tammie a public school teacher. They have two sons Phillip Michael and Stephen Alexander.

* - - -



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: CYNTHIA D. PEAKE "CINDY"
Home Address: 107 GLENN JACOBS RD., ELGIN 29245 Dist 9
Telephone: (home) (803) 736-1015 (work) (803) 788-4370
Office Address: 9357 TWO NOTCH RD, COLUMBIA 29223
Email Address: CPEAKE@PEAKEFOWLER.COM
Educational Background: HIGH SCHOOL - SPRING VALLEY ADDITIONAL COURSES
Professional Background: PARALEGAL 20+ YEARS / OFFICE MANAGER
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: PLANNING + ZONING
Reason for interest: LIVED IN AREA 40+ YEARS - SEEN WHERE WE WERE - UNDERSTAND WHERE WE NEED TO GO
Your characteristics/qualifications, which would be an asset to Committee/Board/Commission: COMMON SENSE APPROACH TO BUSINESS - COMMERCIAL LEVEL HEAD - UNDERSTAND BUSINESS + RESIDENTIAL REAL ESTATE
Presently serve on any County Board/Commission/Committee? NONE
Any other information you wish to give? HONEST, DEPENDABLE, HARD WORKER
Recommended by Council Member(s): MIKE MONTGOMERY, ESQ
Hours willing to commit each month: WHATEVER IT TAKES

CONFLICT OF INTEREST POLICY

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All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge it is true and complete.

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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the board?

Yes No

If so, describe: HUSBAND OWNS LAW FIRM + I WORK FOR LAW FIRM THAT CLOSSES LOANS FOR LOCAL BUILDERS. WE OWN RENTAL PROPERTIES, HUSBAND HAS DEVELOPED SUBDIVISION

Cynthia D. Peake
Applicant's Signature

12/10/08
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Jim Lawracy
Home Address: 209 Valhalla Dr COLUMBIA SC 29229-3314
Telephone: (home) 803 699 1047 (work) 254-3791
Office Address: 3153 MILLWOOD AVE. COLUMBIA SC 29205

Educational Background: BACHELOR IN LANDSCAPE ARCH. FROM UNIV. OF GA
Professional Background: REGISTERED LAND. ARCH. LICENSED GEN. CONTRACTOR
Male [checked] Female [] Age: 18-25 [] 26-50 [] Over 50 []

Name of Committee in which interested: PLANNING COMM.

Reason for interest: HAVE SERVED AS ZONING ADMINISTRATOR, PARKS DESIGNER, LAND. ARCH., AND INTERESTED IN HELPING COMMUNITY GROW IN A WAY THAT BENEFITS ALL

Your characteristics/qualifications, which would be an asset to Committee/Board/Commission.
FORMER ZONING, LANDMARKS, ZONING BD. OF Adjustment and Planning Comm. Administrator, served as Parks Planner for Columbia, working in the private sector as Landscape Architect. Presently serve on any County Board/Commission/Committee? NO

Any other information you wish to give?

Recommended by Council Member(s): VAL HUTCHINSON

Hours willing to commit each month: HRS NECESSARY

CONFLICT OF INTEREST POLICY

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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the board?

Yes _____

No _____

If so, describe: _____

James Hawracy
Applicant's Signature

4 Jan '09
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Torrey Rush
Home Address: 409 Burnwood Court Columbia, SC 29253
Telephone: (home) (803) 786-9101 (work) (803) 597-1253
Office Address: 115-A Library Lane Lexington, SC
Educational Background: B.S. Degree Liberty University VA
Professional Background: Commercial Real Estate
Male [X] Female [] Age: 18-25 [] 26-50 [X] Over 50 []
Name of Committee in which interested: Planning Committee
Reason for interest: With my professional experience I think I can be an asset for that Committee
Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission: Commercial Real Estate, Development, Leader, Analytical Skills, Understand of Planning Process
Presently serve on any County Board/Commission/Committee? Board of Zoning Appeals
Any other information you wish to give? It will be great to continue the vision of Council
Recommended by Council Member(s): Councilman Norman Jackson
Fees willing to commit each month: Whatever is needed

CONFLICT OF INTEREST POLICY

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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the board?

Yes _____ No _____

If so, describe: _____


Applicant's Signature

12/5/08
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

Staff Use Only:	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

Richland County Council Request of Action

Subject

Township Auditorium Board - 1 [PAGES 209-210]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Shawnee Sapp

Home Address: 312 Laurel Hill Lane

Telephone: (home) (803) 234-8066 (work) (803) 753-7713

Office Address: 1320 Main Street, Ste 175

Email Address: ssapp@bank-meridian.com

Educational Background: Bachelor of Science in Mathematics

Professional Background: Banking

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Township Auditorium

Reason for interest: As a resident of the City of Columbia I would like to be a part of an organization whose vision is to help make the City of Columbia a better community.

Your characteristics/qualifications which would be an asset to Committee/Board/ Commission: Energetic, outgoing, dedicated

Presently serve on any County Board/Commission/Committee? Columbia Parks and Recreation

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: _____

CONFLICT OF INTEREST POLICY

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STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the board?

Yes _____ No _____

If so, describe: _____

Shaunna Kapp
Applicant's Signature

1/12/09
Date

Return to:
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Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

Richland County Council Request of Action

Subject

Council Individual Discretionary Accounts [**PAGE 212**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

DRAFT

Richland County Council's Individual Expense Accounts Policy Guidelines

Policy: The Individual Expense Accounts are to be used as a general government reimbursement expense fund and not for the exercise of legislative functions.

Description of Allowed Expenses:
(this list is not all-inclusive and should be used merely as a guideline)

- Cost of general business supplies not provided by the County
- Cost of general periodicals, professional journals, and reference books related to the operation of County government
- Cost of per diem and mileage involved in the conduct of County business
- Costs associated with community functions, conferences and training seminars, such as food, gas, mileage automobile rental, accommodations, tuition and materials

Categories of Non-Allowed Expenses:

- Any **legislative** function, including those already being acted on by the full Council and those not before the Council but involving traditionally legislative functions such as infrastructure, public recreation, etc.
- Using public funds for a private purpose or in furtherance of any particular religion
- Any disbursement of funds which would ordinarily be disbursed through another County process, such as the budget process, hospitality tax fund disbursements, etc.

DRAFT

Richland County Council Request of Action

Subject

Revised Application Form [**PAGES 214-215**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: _____

Home Address: _____

Telephone: (home) _____ (work) _____

Office Address: _____

Email Address: _____

Educational Background: _____

Professional Background: _____

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: _____

Reason for interest: _____

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission:

Presently serve on any County Board/Commission/Committee? _____

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: _____

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; or have you been involved with any matter where your integrity may have been compromised

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the board?

Yes _____ No _____

If so, describe: _____

Applicant's Signature

Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each committee on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

Richland County Council Request of Action

Subject

Electronic Participation [**PAGE 217**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

PROPOSED AMENDMENT TO COUNCIL RULES

Rule 1.6 (Quorum); 5.21 (Voting) Electronic Participation

During any Special Called meeting, not held in conjunction with a regularly scheduled Zoning Public Hearing and Planning Meeting; any Council member may participate in the meeting via electronic participation ~~and shall be counted as present for the purposes of a quorum.~~ Any Council member participating electronically shall not be allowed to participate in executive session matters. Should an executive session be held, a council member participating electronically may choose to abstain from a vote on the issue discussed in executive session.

No less than five Council members must be physically present to hold ~~schedule~~ a Special Called Meeting.

For the purposes of this section, “electronic” participation shall mean videoconferencing or teleconferencing which allows all persons participation in the meeting to hear each other at the same time (and, if videoconferencing, to see each other as well).

Electronic participation shall only be allowed in a Special Called meeting of Council.

Richland County Council Request of Action

Subject

Budget Calendar [**PAGES 219-220**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No



Budget Calendar for Fiscal Year 2009 – 2010

December 15, 2008	Budget Kickoff Meeting
January 8 – 9, 2009	County Council Planning Retreat
January 14	Submit advertisement to State Newspaper requesting applications for all Supplemental Funding Agencies: Hospitality Tax, Accommodations Tax and Discretionary Grant Program. Notification sent to Outside Agencies of Draft Council Calendar.
January 20	Presentation of budget calendar to County Council for adoption.
January 30	All Internal Department Budget Worksheets are due to Budget Office.
February 12	Review New Position requests with Human Resources.
February 9 – March 6	Council Members and Administrator to meet with school district representatives and other millage agencies. Budget meetings with all departments requesting grant match funding.
February 16 – March 20	Administrator's Budget Meetings with Elected and Appointed Officials and Department Directors to review individual departmental requests.
February 27	Accommodations Tax, Hospitality Tax and Outside Agency requests are due to Budget Office.
March 2 – 31	Accommodation Tax & Hospitality Tax Committees review of submitted requests.
March 4	Presentation of Total Budget request to Administrator for review.
March 6	Discretionary Grant request due to Budget Office
March 23	Grant Request Due to Budget Manager.
April 3	Hospitality Tax & Accommodation Tax Recommendations are due to Budget Manager.
April 10	Discretionary Grants, Neighborhood Grants, Conservation Grants recommendations due to Budget Manager.
May 5	Council work session 3 – 6pm Presentation of General Fund Budget by County Administrator; Review Special Revenue & Enterprise Funds

* All Dates are subject to change

Item# 372



- May 5 First Reading of county budget and millage ordinances (title only) by Council.
- May 6 Submit advertisement for Budget 2nd reading and Public Hearing-run 4th & 18th
- May 7 Council Work session 4-6pm
- May 12 Council Work session 4-6pm
- May 14 Council work session 4- 6pm
- May 14 Millage Agency Budget Requests are due to Richland County Budget Office.
- May 19 Council to receive millage agency requests
Millage Agency Presentations 12pm – 6pm
- May 21 Public Hearing - 6pm
- June 4 Special Called Meeting - 2nd reading of Budget and Millage Ordinance – 6pm
- June 11 Special Called Meeting – 3rd reading and adoption of Budget Ordinance
- July 1 Begin new fiscal year with implementation of adopted budget

Richland County Council Request of Action

Subject

Rowing Club MOU

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No

Richland County Council Request of Action

Subject

Richland County Strategic Plan [**PAGES 223-233**]

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No



Richland County

Bringing Citizens and Government Together

MISSION

Richland County Government is dedicated to providing services that are accessible to all residents and improve the quality of life in our community.

VISION

Richland County will be a model community for the state and nation. Our county will be a safe, diverse, and sustainable community, with a thriving economy that provides opportunities for all residents to live, work, learn, and grow.

VALUES

- Accessibility** Richland County Government will ensure that services are available and accessible to all residents. We will foster an environment that promotes openness and welcomes participation from all members of the community.
- Accountability** Richland County Government is committed to providing efficient, effective, and responsible public services. We strive to be proactive in our approach, and accountable for our results.
- Diversity** Richland County Government values the uniqueness of every citizen. We will embrace diversity by promoting an inclusive, multi-cultural environment that serves and respects all residents equally.
- Excellence** Richland County Government is dedicated to exceeding the expectations of our residents. We will demonstrate our commitment to excellence by providing the highest quality services to all residents on a daily basis.
- Vision** Richland County Government will be guided by a shared vision for our community. We will learn from our past, but remain focused on our future.

STRATEGIC PRIORITIES

- | | | | | |
|---------------|---------------------------------------|-----------------------|--------------------------------|----------------------|
| Manage Growth | Improve Transportation Infrastructure | Enhance Public Safety | Promote Economic Opportunities | Engage the Community |
|---------------|---------------------------------------|-----------------------|--------------------------------|----------------------|



Richland County Strategic Plan

The Richland County Strategic Plan will serve as a broad policy outline to guide council’s priorities over the next five fiscal years: July 1, 2009 through June 30, 2014. The overall goals and strategies of the plan will be implemented through a series of **annual action plans** developed by council each year (during the annual council retreat) and funded through the county’s annual budget process. The plan will be carried out and evaluated annually by the county administrator and members of Richland County staff to ensure progress toward meeting the council’s desired goals and objectives.

Richland County Council

Bill Malinowski
District 1

Gwendolyn Kennedy
District 7

Joyce Dickerson
District 2

Jim Manning
District 8

Damon Jeter
District 3

Val Hutchinson
District 9

Paul Livingston
District 4

Kelvin Washington
District 10

Kit Smith
District 5

Norman Jackson
District 11

L. Gregory Pearce
District 6

J. Milton Pope
County Administrator

STRATEGIC PRIORITY #1: MANAGE GROWTH

GOAL: Richland County will develop and maintain a well-planned and attractive community that protects the investment of existing residents and businesses while balancing the need for smart, sustainable, and environmentally-responsible growth.

STRATEGY #1: Minimize the impact of growth on existing residents by ensuring that the costs associated with new development will result in the smallest possible impact to existing residents and businesses.

STRATEGY #2: Protect and revitalize established communities by promoting and investing in neighborhood redevelopment.

STRATEGY #3: Identify distressed commercial corridors and develop strategies for encouraging the adaptive reuse of existing buildings and infrastructure.

STRATEGY #4: Improve collaboration among local jurisdictions to ensure a coordinated approach to planning, growth management, and investment in infrastructure needs.

STRATEGY #5: Ensure the conservation and protection of natural resources, including green space, air, and water quality.

DESIRED OUTCOMES: By implementing the strategies above, Richland County expects to achieve the following objectives by June 30, 2014:

- A method will be developed to assess the net financial impact of new residential and commercial development, and a plan will be implemented to ensure that all new residential and commercial growth pays for itself to the fullest extent possible.
- The coordination of resources among county departments will be enhanced in order to facilitate the identification, protection, and revitalization of established residential neighborhoods.
- A method of identifying high-priority commercial corridors will be developed, and a comprehensive plan to promote and revitalize targeted corridors will be implemented.
- Land-use planning and growth management efforts will be consolidated among jurisdictions within Richland County, including the pursuit of a unified planning ordinance.
- A minimum of one meeting per year will be conducted between the county and representatives from Richland County School Districts One & Two and Lexington-Richland School District Five to discuss opportunities for coordinating school planning and growth management efforts.

- The county will expand the availability of water and sewer infrastructure to serve the Lower Richland community.
- Richland County will progress toward meeting all state and federal standards for air and water quality.
- A system for measuring green space within Richland County will be developed.
- The amount of targeted lands set aside for conservation purposes will be increased.
- The county's performance on citizen satisfaction surveys will increase for growth management practices, environmental stewardship, and overall county appearance.

STRATEGIC PRIORITY #2: IMPROVE TRANSPORTATION INFRASTRUCTURE

GOAL: Richland County will promote an efficient and sustainable multi-modal transportation network that improves public safety, minimizes congestion, reduces travel times, and provides access to economic opportunities.

STRATEGY #1: Improve Richland County's transportation infrastructure by investing in capital improvements to the county's roadway network and ensuring the adequate maintenance of county-maintained roads.

STRATEGY #2: Ensure the long-term viability of a safe, accessible, and efficient regional mass transit system.

STRATEGY #3: Promote the availability of alternative modes of transportation, such as greenways, bike lanes, and sidewalks.

STRATEGY #4: Strengthen the link between growth management and transportation infrastructure.

STRATEGY #5: Actively pursue state and federal funds for transportation projects in Richland County.

DESIRED OUTCOMES: By implementing the strategies above, Richland County expects to achieve the following objectives by June 30, 2014:

- The county's mean travel time to work (21.7 minutes) will be maintained or improved.
- A plan and timeline will be developed to pave a majority of county-maintained dirt roads.
- A comprehensive resurfacing program will be developed to ensure the adequate maintenance of county-maintained roads.
- All roads in the county labeled as "failing" will be identified and a plan will be developed and implemented to remedy their failing status.
- A congestion management plan will be developed and implemented to improve the free-flow of people and products in Richland County.
- A long-term funding source for the regional transit system will be identified and implemented.
- The county will support regional efforts to expand transit service to 75% of transit-dependent areas, and accessibility in transit-supportive areas will also be increased.

- A study will be completed to determine the feasibility of developing light rail infrastructure in Richland County within the next 20 years.
- A “Complete Streets” initiative will be implemented to ensure that alternative modes of transportation, such as bike lanes and sidewalks, are integrated into all new major transportation improvements.
- The amount of state and federal dollars available for transportation improvements will be increased.

STRATEGIC PRIORITY #3: ENHANCE PUBLIC SAFETY

GOAL: Richland County will reduce the incidence of criminal activity and prevent the loss of life and property through enhanced public safety and emergency services.

STRATEGY #1: Ensure that the availability of public safety services (including law enforcement, emergency medical, and fire suppression services) continue to meet the needs of our growing community.

STRATEGY #2: Plan for and invest in safety-related buildings and infrastructure to support expansion of public safety services.

STRATEGY #3: Support crime prevention and community policing efforts to ensure that residents are kept informed of issues related to public safety.

STRATEGY #4: Promote efficiency and eliminate duplication by maximizing the coordination of public safety services with neighboring jurisdictions, schools, and other service providers.

DESIRED OUTCOMES: By implementing the strategies above, Richland County expects to achieve the following objectives by June 30, 2014:

- The incidence of violent and non-violent criminal activities per 100,000 residents in Richland County will be decreased.
- Richland County's ranking among the seven largest counties in South Carolina for crime rates per 100,000 residents will be improved.
- The average daily inmate population at the Alvin S. Glenn Detention Center will not exceed the facility's capacity.
- The county will compare officer-to-population ratios annually and will consider adjustments to personnel levels as necessary.
- A long-range plan for locating, financing, and constructing new public safety buildings and infrastructure will be completed. This plan will also consider the replacement of existing buildings and infrastructure, including the Richland County Judicial Center.
- The availability and accessibility of public information materials, including reports and crime prevention tips, will be increased.
- The number of neighborhood watch organizations will be increased.
- The county will eliminate instances where duplication of first responders occurs.

STRATEGIC PRIORITY #4: PROMOTE ECONOMIC OPPORTUNITIES

GOAL: Richland County will contribute to the prosperity of all residents by fostering a climate that is conducive to the creation of new jobs and continued expansion and diversification of the local economy.

STRATEGY #1: Continue to identify and pursue opportunities for industrial recruitment, retention, and expansion, with a special emphasis on emerging “green” and knowledge-based industries.

STRATEGY #2: Create an environment that encourages the startup, growth, and expansion of homegrown, small, and minority-owned businesses.

STRATEGY #3: Ensure that economic opportunities are spread throughout all regions of the county.

STRATEGY #4: Identify, protect, and develop product at potential industrial development sites in order to facilitate the recruitment and expansion of targeted industries.

STRATEGY #5: Increase Richland County’s competitiveness as a destination for businesses and employees by continuing to promote good schools, strong neighborhoods, diverse cultural and recreational activities, and an exceptional quality-of-life.

STRATEGY #6: Promote regional cooperation by strengthening partnerships with neighboring jurisdictions, major employers, state and local economic development agencies, and non-profit organizations.

STRATEGY #7: Contribute to workforce readiness by partnering with school districts and educational institutions to maximize student achievement.

DESIRED OUTCOMES: By implementing the strategies above, Richland County expects to achieve the following objectives by June 30, 2014:

- The median household income in Richland County will increase at a rate equal to or above the rate of inflation.
- The number of new jobs created will exceed the rate of population increase.
- The number of announced economic development projects and capital investment will increase each year.
- Access to employment opportunities will be improved in each part of the county.
- A program to assist in the incubation and development of small, minority-owned, “green,” and knowledge-based companies within Richland County will be developed and implemented.

- An inventory of potential industrial development sites will be created, and a plan to protect such sites from residential or commercial development will be developed and implemented.
- Product (including shovel-ready sites and spec buildings) will be developed at sites targeted for economic development.
- Academic performance in each of the county's school districts will increase, and high school drop out rates will decrease.

STRATEGIC PRIORITY #5: ENGAGE THE COMMUNITY

GOAL: Richland County will increase citizen satisfaction, encourage participation, and improve regional cooperation by engaging the community through a comprehensive public outreach and communications strategy.

STRATEGY #1: Utilize internal and external resources (including print, video, electronic, and social networking media) to efficiently and effectively disseminate information about county programs, services, and events.

STRATEGY #2: Improve outreach efforts to inform citizens of tax and budget related issues.

STRATEGY #3: Bring county government “closer to the people” by engaging in face-to-face contact with county residents, neighborhoods, and community organizations, and by continuing to expand successful education and outreach programs, such as Richland 101.

STRATEGY #4: Maximize convenience for residents and businesses by expanding and promoting access to online services, such as public documents, forms, and payment options.

STRATEGY #5: Participate in regional cooperation efforts by improving communications with policy makers from neighboring jurisdictions and the county’s legislative delegation.

STRATEGY #6: Assess citizen satisfaction and customer service quality through the ongoing solicitation and analysis of feedback from county residents.

STRATEGY #7: Establish creative partnerships to leverage county resources and maximize efforts to engage multiple demographics, including youths, seniors, and non-English speaking communities.

STRATEGY #8: Capitalize on the innovation and success of county programs by recognizing achievements and participating in local, state, and national award programs.

DESIRED OUTCOMES: By implementing the strategies above, Richland County expects to achieve the following objectives by June 30, 2014:

- A redesigned and more user-friendly county website will be unveiled.
- A monthly newsletter will be created to promote county programs, events, and services.
- A county television station will be established and content will be developed for dissemination to residents.
- Staff will continue to produce and promote the county’s weekly television show, *Richland Revealed*.

- The number of press releases promoting county news and information will be tracked and increased.
- The county will reach out to new demographics by expanding its presence on social networking sites such as *Twitter*, *Facebook*, and *MySpace*.
- The county will continue to expand upon its successful Richland 101 program to include potential new programs such as Richland 101 for Businesses, Richland 101 En Español, and Richland 101 Online.
- Council will reestablish regular regional community meetings (Fifth Tuesday meetings).
- A speakers bureau will be established to provide community groups with easy access to county leaders and experts in various county-related fields.
- The county will continue to build on existing relationships and will continue to pursue new relationships with outside organizations, neighborhood groups, and the business community.
- Residents' knowledge about where their tax money is going and how it is being spent will be increased by including additional information with county tax bills.
- The number of public documents accessible through the county's website will be increased.
- All county forms will be posted on the county's website.
- The number of transactions completed through the county's website, including the electronic payment of taxes and fees, will increase each year.
- A system will be implemented to enable the online submission and tracking of citizen service requests, questions, and complaints through the Richland County Ombudsman's Office.
- Council members will meet regularly with regional policy makers and members of the legislative delegation.
- A uniform process for handling and tracking Freedom of Information Act requests will be established and implemented.
- The county's performance on citizen surveys will increase for access to information, value for taxes paid, regional cooperation, and overall citizen satisfaction.

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item No

On Agenda For Public Hearing No

Richland County Council Request of Action

Subject

Purpose

Committee Recommendation

Council Action (First Reading)

Council Action (Second Reading)

Public Hearing

On Agenda As A Consent Item

No

On Agenda For Public Hearing

No