



RICHLAND COUNTY COUNCIL

ADMINISTRATION AND FINANCE COMMITTEE

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

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

2020 Hampton Street, Columbia, South Carolina

CALL TO ORDER

APPROVAL OF MINUTES

1. Regular Session: October 26, 2010 [pages 4-6]

ADOPTION OF AGENDA

ITEMS FOR ACTION

2. Reduction in Hospitality Tax from 2% to 1.5% [pages 8-12]
3. Sisters of Charity Providence Hospitals JEDA Hospital Revenue Bonds [pages 14-21]

4. Palmetto Health JEDA Bond Issuance [pages 23-29]
5. Conservation Easement Donation of 60 acres near Abney Estates Development [pages 31-46]
6. Shelley Conservation Easement Donation of 82 acres near Ashley Oaks Development [pages 48-63]
7. Monroe Conservation Easement Donation [pages 65-71]
8. Palmetto Pride Grants [pages 73-74]
9. Funding for the "Good to Great" Initiative [pages 76-82]

ITEMS FOR DISCUSSION / INFORMATION

10. Caughman Creek Property Appraisal [Recommend Executive Session] [page 83]
11. Council allocate \$12,000 from Hospitality funds for Highway Lighting to be established on Richland County's International Corridor [page 85]

ADJOURNMENT



Richland County Council Request of Action

Subject

Regular Session: October 26, 2010 [pages 4-6]

Reviews

MINUTES OF



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

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

=====

MEMBERS PRESENT

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

ALSO PRESENT: Paul Livingston, Bill Malinowski, Norman Jackson, Gwendolyn Davis Kennedy, Damon Jeter, Michielle Cannon-Finch, Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Larry Smith, Stephany Snowden, Tamara King, Andy Metts, Valeria Jackson, Michelle Onley

CALL TO ORDER

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

APPROVAL OF MINUTES

September 28, 2010 (Regular Session) – Ms. Hutchinson moved, seconded by Mr. Pearce, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

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

POINT OF PERSONAL PRIVILEGE – Mr. Jackson recognized that Chief Deputy Wash James was in the audience.

ITEMS FOR ACTION

Brown Conservation Easement Donation – Ms. Hutchinson moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

Hopkins Conservation Easement Donation – Ms. Hutchinson moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

Mullis Conservation Easement Donation – Ms. Hutchinson moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

Nicholson Conservation Easement Donation – Ms. Hutchinson moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

Troutman-Ganus Conservation Easement Donation – Ms. Hutchinson moved, seconded by Mr. Pearce, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

Budget Transfer from Decker Blvd. S&B to Booker Heights Infrastructure – Ms. Smith moved, seconded by Ms. Hutchinson, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

EMS/MC Billing and Collecting Fee—EMS Patients – Ms. Smith moved, seconded by Mr. Washington, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

Hospitality Tax—Round Two Funding Recommendations – Ms. Hutchinson moved, seconded by Ms. Smith, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

HUD approved FY10-11 Annual Action Plan – Mr. Washington moved, seconded by Ms. Hutchinson, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

Motion to hire outside Counsel for Redistricting – Ms. Smith moved, seconded by Mr. Washington, to forward this item to the Redistricting Ad Hoc Committee. The vote in favor was unanimous.

Reduction in Hospitality Tax from 2% to 1.5% – Ms. Smith moved to forward this item to Council without a recommendation.

Ms. Hutchinson made a substitute motion, seconded by Ms. Smith, to hold this item in committee until staff provides additional information. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 6:12 p.m.

Submitted by,

Joyce Dickerson, Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

Reduction in Hospitality Tax from 2% to 1.5% [pages 8-12]

Reviews

Richland County Council Request of Action

Subject: Reduction in Hospitality Tax from 2% to 1.5%

A. Purpose

County Council is requested to consider the reduction of Hospitality Tax to 1.5%.

B. Background / Discussion

Richland County Council adopted the Hospitality Tax on May 6, 2003. Council set the rate at 2% in unincorporated areas of the county, and 1% in the municipalities that elected to not collect the Hospitality Tax (Irmo and Eastover). The rates are provided for per State Statute:

SECTION 6-1-720. Imposition of local hospitality tax.

(A) A local governing body may impose, by ordinance, a local hospitality tax not to exceed two percent of the charges for food and beverages. However, an ordinance imposing the local hospitality tax must be adopted by a positive majority vote. The governing body of a county may not impose a local hospitality tax in excess of one percent within the boundaries of a municipality without the consent, by resolution, of the appropriate municipal governing body.

On March 17, 2009 and April 21, 2009, respectively, Council gave third reading approval to ordinances temporarily suspending the collection of 1% of the Hospitality Tax, and reinstating the mass transit portion of the road maintenance fee, effective July 1, 2009.

The mass transit fee (\$10 for private vehicles and \$15 for commercial vehicles) is scheduled to expire June 30, 2011, unless Council directs otherwise.

The Hospitality Tax 1% suspension is scheduled to expire June 30, 2011, unless Council directs otherwise. This means that the Hospitality Tax would revert to 2% on July 1, 2011.

At the September 21, 2010 Council Meeting, the following motion was made:

I move that Council reduce the hospitality tax by ½ penny. [Hutchinson]:
Forwarded to the October A&F Committee.

An ordinance amendment reflecting this motion by Council member Hutchinson is attached below for your convenience. It is at this time that this item is before the A&F Committee for consideration and recommendation.

C. Financial Impact

The Hospitality Tax FY 10 approved budget was \$2,165,000, and the FY 11 Hospitality Tax approved budget is \$2,400,000.

The Hospitality Tax 1% suspension is scheduled to expire June 30, 2011, which would revert the Hospitality Tax to 2% on July 1, 2011, unless Council directs otherwise.

If the motion by Council member Hutchinson was approved via ordinance, collections would be less than if the motion was not approved.

D. Alternatives

- 1. Approve the request by Council member Hutchinson, and recommend first reading approval of the attached ordinance.
- 2. Do not approve the request by Council member Hutchinson.

E. Recommendation

I move that Council reduce the hospitality tax by ½ penny.

Recommended by: Council member Hutchinson, September 21, 2010

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 10/13/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: No recommendation this is a policy decision for Council. Approval to amend the rate and maintain the same funding level would require the continued use of fund balance. FY11 budget is \$4.4m with a \$2m use of fund balance. At 1.5% the current budget level would require the use of approximately \$800k of fund balance annually. The current estimated undesignated fund balance is \$3.2m.

Legal

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: No recommendation, this is a policy decision of Council.

Administration

Reviewed by: Tony McDonald

Date: 10/21/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: A Hospitality Tax rate of 1.5% would not fund the County’s obligations under the current budget. An appropriation of fund balance, therefore, would be required if the budget is to remain at the current level.

Use of fund balance is fine for one time expenditures; however, it is not recommended for annual recurring operations because the funds will eventually be depleted. According to the Finance Director, with the Hospitality Tax rate set at 1.5%, an \$800,000 annual expenditure of fund balance would be required to maintain the current budget level. At this rate of expenditure, the current fund balance of \$3.2 million would be spent in its entirety in four years. Therefore, it is recommended that the Hospitality Tax rate not be reduced to 1.5% unless the Council is willing to reduce current budget obligations to match the revenue that the 1.5% would generate.

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 23, TAXATION; ARTICLE VI, LOCAL HOSPITALITY TAX; SECTION 23-66; SO AS TO REDUCE THE HOSPITALITY TAX FROM TWO PERCENT (2%) TO ONE AND ONE-HALF PERCENT (1½ %).

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 23, Taxation; Article VI, Local Hospitality Tax; Section 23-66; is hereby amended to read as follows:

Sec. 23-66. Local hospitality tax.

A local hospitality tax is hereby imposed on the sales of prepared meals and beverages sold in establishments within the incorporated municipalities and the unincorporated areas of the county. The local hospitality tax shall be in an amount equal to ~~two percent (2%)~~ one and one-half percent (1½ %) of the gross proceeds of sales of prepared meals and beverages sold in establishments located within the unincorporated areas of the county and within the boundaries of the incorporated municipalities which have consented, by resolution adopted by their governing body, to the imposition of the local hospitality tax in the amount of ~~two percent (2%)~~ one and one-half percent (1½ %). The local hospitality tax shall be in an amount equal to one percent (1%) of the gross proceeds of sales of prepared food and beverages sold in establishments located within the boundaries of the incorporated municipalities within the county which do not give their consent to the imposition of the local hospitality tax. Provided, however, the county shall not impose a local hospitality tax on those municipalities that have adopted a two percent (2%) local hospitality tax prior to July 1, 2003. Effective July 1, 2009 through June 30, 2011, the county shall temporarily reduce the local hospitality tax to one percent (1%) of the gross proceeds of sales of prepared meals and beverages sold in establishments located within the unincorporated areas of the county. This temporary suspension shall not affect the hospitality tax rates within the boundaries of any incorporated municipality.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Paul Livingston, Chair

Attest this _____ day of
_____, 2010.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Sisters of Charity Providence Hospitals JEDA Hospital Revenue Bonds [pages 14-21]

Reviews

Richland County Council Request of Action

Subject: Sisters of Charity Providence Hospitals JEDA Hospital Revenue Bonds

A. Purpose

The purpose of this report is to request Council to hold a public hearing jointly with the South Carolina Jobs-Economic Development Authority (“JEDA”) in connection with the issuance by JEDA of not exceeding \$165,000,000 hospital revenue bonds for the benefit of Sisters of Charity Providence Hospitals. (the “Company”) and to approve and adopt a resolution in support of the issuance thereof as required by Title 41, Chapter 43 of the Code of Laws of South Carolina 1976, as amended (the “Enabling Act”).

Council recently enacted Ordinance No. 089-07HR which established the County’s policies regarding conduit bond issues. It should be noted that the Ordinance does not apply to this request because in this transaction JEDA is serving as the conduit bond issuer, rather than the County. The County’s only role will be to hold a public hearing and consider the adoption of a resolution in support of the issuance of the debt by JEDA.

B. Background / Discussion

The Enabling Act authorizes JEDA to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 and for other purposes described in Section 41-43-160 thereof and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina.

The Enabling Act further provides that JEDA may issue bonds upon receipt of a certified resolution by the county in which the project will be located supporting the project and evidence of a public hearing held not less than fifteen days after publication of notice in a newspaper of general circulation in the county in which the project is or will be located. The Company will take steps to comply with such advertising requirement, and Richland County need not take further action with regard to the published notice of public hearing.

Sisters of Charity Providence Hospitals is a South Carolina nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Corporation”) which operates Providence Hospital and Providence Hospital Northeast both of which are located in Richland County.

The Corporation has requested that JEDA issue its hospital revenue bonds in the aggregate principal amount of not exceeding \$165,000,000 and to lend the proceeds of the sale of such bonds to the Corporation to (i) defray a portion of the cost of the following (collectively, the “Project”): (a) the acquisition, construction, renovation, improvement and equipping of an approximately 145,000 square foot patient bed tower at the existing hospital facilities of the Borrower located at 2435 Forest Drive, Columbia, Richland County, South Carolina (the “Main Hospital”), and (b) the acquisition, construction, renovation, improvement and

equipping of an approximately 52,000 square foot expansion of patient rooms, magnetic resonance imaging facilities and support service spaces of, and other routine capital improvements at, the existing hospital facilities of the Borrower located at 120 Gateway Corporate Boulevard, Columbia, Richland County, South Carolina (the "Providence Hospital Northeast"); (ii) if determined by the Borrower to be in its best interest, refund some or all of the \$88,015,000 outstanding principal amount of Issuer's Hospital Revenue Bonds (Sisters of Charity Providence Hospitals), Series 2001 and some or all of the \$35,520,000 outstanding principal amount of Issuer's Hospital Revenue Bonds (Sisters of Charity Providence Hospitals), Series 2002, each of which funded capital expenditures at each of the Main Hospital and the Providence Hospital Northeast; (iii) pay capitalized interest, if any, on the Bonds; (iv) fund the debt service reserve requirement, if any, with respect to the Bonds; and (v) pay certain costs of issuance and the costs of credit and liquidity enhancement, if any, with respect to the Bonds (collectively, the "Financing Purposes").

The Corporation anticipates that the assistance of JEDA through the issuance of the Bonds and the loan of the proceeds thereof to the Corporation for such purposes will result in the creation of employment for those engaged in the construction of the Project, the maintenance of existing employment of approximately 1,910 people in the County and adjacent areas, as well as the creation of approximately 68 new jobs within 12 months and approximately 102 new jobs within 24 months within the County and adjacent areas after the Project is placed in full operation, with a resulting alleviation in unemployment and maintenance of and increase in payrolls and other public benefits incident to such businesses not otherwise provided locally.

A draft resolution in support of the Project and the other Financing Purposes is submitted with this request for action.

C. Financial Impact

There is no financial impact to Richland County associated with this request. The Bonds will not give rise to a pecuniary liability of Richland County or a charge against its general credit or taxing power.

D. Alternatives

1. Approve and adopt the resolution in support of the issuance of bonds by JEDA for Sisters of Charity Providence Hospitals.
2. Do not approve the resolution in support of the issuance of bonds by JEDA.

E. Recommendation

It is recommended that Richland Council approve the request to hold the public hearing and adopt the resolution in support of the issuance of hospital revenue bonds by JEDA for Sisters of Charity Providence Hospitals in an amount not to exceed \$165,000,000.

Recommended by: _____ Date: _____
Department

F. Approvals

Finance

Reviewed by: Daniel Driggers

✓ Recommend Council approval

Comments regarding recommendation:

Date: 11/12/10

Recommend Council denial

Procurement

Reviewed by: Rodolfo Callwood

Recommend Council approval

Comments regarding recommendation:

Date: 11/15/10

Recommend Council denial

Legal

Reviewed by: Larry Smith

✓ Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

Administration

Reviewed by: Tony McDonald

✓ Recommend Council approval

Comments regarding recommendation:

Date: 11/16/10

Recommend Council denial

Sandra S. Chastain
Paralegal

November 9, 2010

VIA EMAIL

Mr. Milton Pope
Richland County Administrator
2020 Hampton Street
Columbia, SC 29201

Re: Not Exceeding \$165,000,000 South Carolina Jobs-Economic Development
Authority Hospital Revenue Bonds (Sisters of Charity Providence Hospitals)
Our File No. 005800-1307

Dear Mr. Pope:

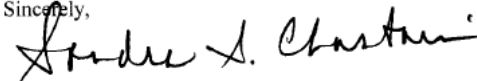
Enclosed please find a Request for Action and a Resolution in Support (the "Resolution")
for the above-referenced matter together with a copy of the Notice of Public Hearing which we
will cause to be published in *The State* newspaper on Monday, November 22, 2010. However,
pending advice from Tax Counsel, we may need to refine the description of the prior project in
the Notice to make the description of the prior project more precise. If any changes are made, we
will send you a revised copy.

Charleston
Charlotte
Columbia
Greensboro
Greenville
Hilton Head
Myrtle Beach
Raleigh

We would appreciate your placing this Resolution on the agenda for the Administration
and Finance Committee (the "Committee") meeting to be held on Tuesday, November 23, 2010.
Once the Committee approves the Resolution, we would appreciate your delivering it to the full
Council for consideration and public hearing at its meeting to be held on Tuesday, December 7,
2010. We will hand-deliver duplicate originals of the Resolution to you before the December 7
meeting.

If you need anything further, please do not hesitate to contact us.

Sincerely,



Sandra S. Chastain
Paralegal

SSC
Enclosures

cc: Michielle Cannon-Finch, Clerk to Richland County Council
Larry C. Smith, Esq., Richland County Attorney
Mr. David Stewart, Sisters of Charity Providence Hospitals
Todd Gibson, Esq., Squire, Sanders & Dempsey, L.L.P.
Mr. Harry A. Huntley, South Carolina Jobs-Economic Development Authority

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RESOLUTION
(RICHLAND COUNTY, SOUTH CAROLINA)

IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS HOSPITAL REVENUE BONDS (SISTERS OF CHARITY PROVIDENCE HOSPITALS), SERIES 2011, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$165,000,000.

WHEREAS, the South Carolina Jobs-Economic Development Authority (the "Authority") is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the "Act"), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina; and

WHEREAS, the Authority is further authorized by Section 41-43-110 of the Act to issue revenue bonds, as defined in the Act to include notes and refunding bonds and notes, payable by the Authority solely from a revenue-producing source or project and secured by a pledge of said revenues in order to provide funds for any purpose authorized by the Act; and

WHEREAS, the Authority and Sisters of Charity Providence Hospitals, a South Carolina nonprofit corporation (the "Borrower"), which is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") entered into an Inducement Agreement, as amended (the "Inducement Agreement"), pursuant to which and in order to implement the public purposes enumerated in the Act, the Authority proposes, subject to approval by the State Budget and Control Board of South Carolina and such approval of Richland County, South Carolina, as may be required by law, to issue, in one or more series, not exceeding \$165,000,000 aggregate principal amount of its Hospital Revenue Bonds (Sisters of Charity Providence Hospitals), Series 2011 (the "Bonds") pursuant to Section 41-43-110 of the Act in order to provide funds to (i) defray a portion of the cost of the following (collectively, the "Project"): (a) the acquisition, construction, renovation, improvement and equipping of an approximately 145,000 square foot patient bed tower at the existing hospital facilities of the Borrower located at 2435 Forest Drive, Columbia, South Carolina (the "Main Hospital"), and (b) the acquisition, construction, renovation, improvement and equipping of an approximately 52,000 square foot expansion of patient rooms, magnetic resonance imaging facilities and support service spaces of, and other routine capital improvements at, the existing hospital facilities of the Borrower located at 120 Gateway Corporate Boulevard, Columbia, South Carolina (the "Providence Hospital Northeast"); (ii) if determined by the Borrower to be in its best interest, refund some or all of the \$88,015,000 outstanding principal amount of Issuer's Hospital Revenue Bonds (Sisters of Charity Providence Hospitals), Series 2001 and some or all of the \$35,520,000 outstanding principal amount of Issuer's Hospital Revenue Bonds (Sisters of Charity Providence Hospitals), Series 2002, each of which funded capital expenditures at each of the Main Hospital and the Providence Hospital Northeast; (iii) pay capitalized interest, if any, on

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the Bonds; (iv) fund the debt service reserve requirement, if any, with respect to the Bonds; and (v) pay certain costs of issuance and the costs of credit and liquidity enhancement, if any, with respect to the Bonds (collectively, the "Financing Purposes"); and

WHEREAS, the Borrower projects that the assistance of the Authority by the issuance of the Bonds and loaning the proceeds thereof to the Borrower will result in the creation of employment for those engaged in the construction of the Project, the maintenance of existing employment of approximately 1,910 people in the County and adjacent areas, as well as the creation of approximately 68 new jobs within 12 months and approximately 102 new jobs within 24 months within the County and adjacent areas after the Project is placed in full operation, with a resulting alleviation in unemployment and maintenance of and increase in payrolls and other public benefits incident to such businesses not otherwise provided locally, and the number of jobs resulting from the assistance herein bears a reasonable relationship to the principal amount of the Bonds; and

WHEREAS, the County Council of the County and the Authority have on this date jointly held a public hearing, duly noticed by publication in a newspaper having general circulation in the County not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Richland County, South Carolina, as follows:

SECTION 1. It is hereby found, determined and declared that the Project and the other Financing Purposes (a) will subserve the purposes of the Act; (b) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; (c) will give rise to no pecuniary liability of the County or charge against its general credit or taxing powers; (d) the amount of the Bonds required to finance the Project and the other Financing Purposes, as provided by the Borrower, is not exceeding \$165,000,000; and (e) the documents to be delivered by the Borrower and the Authority with respect to the Bonds will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bonds, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bonds and the maintenance of the Project (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that the Borrower shall maintain the Project and carry all proper insurance with respect thereto.

SECTION 2. The County Council supports the Authority in its determination to issue the Bonds to defray the costs of the Project and the other Financing Purposes.

SECTION 3. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force and effect from and after its adoption.

[End of Resolution, signature page to follow.]

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.

SIGNED, SEALED, AND DELIVERED AS OF THIS 7TH DAY OF DECEMBER,
2010.

RICHLAND COUNTY, SOUTH
CAROLINA

By: _____
Paul Livingston, Chairman,
County Council

(SEAL)

ATTEST:

Michelle Cannon-Finch, Clerk to Council

NOTICE OF PUBLIC HEARING
RICHLAND COUNTY

NOTICE IS HEREBY GIVEN that a public hearing will be held by the South Carolina Jobs-Economic Development Authority (the "Issuer") and the County Council of Richland County, South Carolina (the "County") on Tuesday, December 7, 2010, at 6:00 p.m. in the County Council Chambers located in the County Administration Building, 2020 Hampton Street, Columbia, South Carolina, in connection with the issuance by the Issuer from time to time of one or more series of its Hospital Revenue Bonds (the "Bonds") in an aggregate principal amount not to exceed \$165,000,000, the proceeds of which will be made available to Sisters of Charity Providence Hospitals, a South Carolina nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Borrower"). The proceeds of the Bonds will be used by the Borrower to (i) pay costs of the following (collectively, the "Project"): (a) the acquisition, construction, renovation, improvement and equipping of an approximately 145,000 square foot patient bed tower at the existing hospital facilities of the Borrower located at 2435 Forest Drive, Columbia, South Carolina (the "Main Hospital"), and (b) the acquisition, construction, improvement and equipping of a 52,000 square foot expansion of patient rooms, magnetic resonance imaging facilities and support service spaces of, and other routine capital improvements at, the existing hospital facilities of the Borrower located at 120 Gateway Corporate Boulevard, Columbia, South Carolina (the "Providence Hospital Northeast"); (ii) if determined by the Borrower to be in its best interest, refund some or all of the \$88,015,000 outstanding principal amount of Issuer's Hospital Revenue Bonds (Sisters of Charity Providence Hospitals), Series 2001 and some or all of the \$35,520,000 outstanding principal amount of Issuer's Hospital Revenue Bonds (Sisters of Charity Providence Hospitals), Series 2002, (together, the "Prior Bonds"); (iii) pay capitalized interest, if any, on the Bonds; (iv) fund the debt service reserve requirement, if any, with respect to the Bonds; and (v) pay certain costs of issuance and the costs of credit and liquidity enhancement, if any, with respect to the Bonds. The proceeds of the Prior Bonds were used to pay costs of (i) the construction of a general acute care addition to the Main Hospital, for which a certificate of need was received from the South Carolina Department of Health and Environmental Control, and the furnishing and equipping such facility; (ii) the acquisition of a one-half undivided interest in the assets of the Main Hospital and Providence Hospital Northeast from a joint venture partnership established in 1995; (iii) equipment, furnishings and other routine capital improvements to the Main Hospital and to Providence Hospital Northeast; (iv) capitalized interest on the Prior Bonds; and (v) expenses incurred in connection with the issuance of the Prior Bonds. The facilities financed and refinanced by the Bonds will be and are located in the County. The Borrower will be the initial owner and operator of the Project and is the owner and operator of the facilities financed by the Prior Bonds. The Borrower will unconditionally covenant to make payments sufficient to pay the principal of and interest on the Bonds. The Bonds will be payable by the Issuer solely and exclusively out of payments from the Borrower and are to be secured, *inter alia*, by a security interest in the revenues derived by the Issuer from the Borrower. The Bonds do not constitute an indebtedness of the State of South Carolina, the Issuer, the County, or any other political subdivision of the State of South Carolina within the meaning of any state constitutional provision or statutory limitation or constitute or give rise to any pecuniary liability of such entities or a charge against the general credit or taxing powers of any such entity. Any person may appear and be heard at the public hearing relating to the proposed issuance of the Bonds.

South Carolina Jobs-Economic
Development Authority
Harry A. Huntley, Executive Director

Richland County, South Carolina
Michielle Canon-Finch, Clerk to County
Council

Richland County Council Request of Action

Subject

Palmetto Health JEDA Bond Issuance [pages 23-29]

Reviews

Richland County Council Request of Action

Dated November 9, 2010

Subject: Palmetto Health JEDA Bond Issuance

A. Purpose

County Council is requested to hold a joint public hearing with the South Carolina Jobs-Economic Development Authority (“JEDA”) in connection with JEDA’s issuance of not exceeding \$325,000,000 Hospital Refunding and Improvement Revenue Bonds, in one or more series (the “Bonds”), to benefit Palmetto Health. County Council is also requested to adopt a resolution supporting the bond issuance as required by Title 41, Chapter 43 of the Code of Laws of South Carolina 1976, as amended (the “Enabling Act”).

B. Background / Discussion

The Enabling Act authorizes JEDA to utilize any of its program funds to establish loan programs to reduce the cost of capital to business enterprises meeting the eligibility requirements of Section 41-43-150 and for other purposes described in Section 41-43-160 thereof, and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina. The Enabling Act further provides that JEDA may issue bonds upon receipt of a certified resolution by the county in which the project will be located supporting the project and evidence of a public hearing held not less than fifteen days after publication of notice in a newspaper of general circulation in the county in which the project is or will be located.

Palmetto Health is a nonprofit corporation (the “Corporation”) which leases and operates Palmetto Health Richland and Palmetto Health Baptist Columbia, both located in Richland County as unincorporated divisions of the Corporation. Richland County is referred to as the “County.” The Corporation also employs practicing physicians and owns or operates numerous other facilities offering preventive, ambulatory, specialty, home care, secondary, tertiary, and hospice services. The Corporation serves approximately 825,000 residents in and around the County.

The Corporation previously operated Palmetto Health Baptist Easley, in Pickens County.

The Corporation has requested that JEDA issue its economic development revenue bonds in the aggregate principal amount of not exceeding \$325,000,000 and to lend the proceeds of the sale of such bonds to the Corporation (i) to refund all or a portion of the \$43,805,000 South Carolina Jobs-Economic Development Authority Variable Rate Demand Hospital Refunding Revenue Bonds (Palmetto Health), Series 2008A (the “Series 2008A Bonds”) and the \$49,360,000 South Carolina Jobs-Economic Development Authority Variable Rate Demand Hospital Refunding Revenue Bonds (Palmetto Health), Series 2008B (the “Series 2008B Bonds” and, together with the Series 2008A Bonds, the “Prior Bonds”) previously issued to refinance the costs of the acquisition of land, buildings or other improvements thereon, machinery, equipment, office furnishings and other depreciable assets, constituting hospital facilities located in Pickens

County and Richland County, (ii) to finance the acquisition, by construction or purchase, of an approximately 186,163-square foot building and other improvements on one or more parcels of land, and certain machinery, apparatus, equipment, office facilities and furnishings to be installed therein located in Richland County, to be used as an approximately 76-bed hospital, and to finance certain additions, expansions and enlargements to its existing hospital facilities and certain acquisitions of machinery, equipment, office furnishings and other depreciable assets all constituting hospital facilities located in Richland County (together with the refunding of the Prior Bonds, the “Project”), (iii) to fund one or more debt service reserve funds, if deemed necessary or advisable by JEDA or the Corporation, (iv) to pay a portion of the interest on the Bonds, if deemed necessary or advisable by JEDA or the Corporation, (v) to provide working capital, if deemed necessary or advisable by JEDA or the Corporation, (vi) to pay other fees and expenses, including, but not limited to, swap termination payments, and (vii) to pay other fees and expenses incurred in connection with the acquisition, construction and financing thereof and the refunding of the Prior Bonds, including but not limited to the premiums for one or more bond insurance policies.

The Corporation anticipates that the assistance of JEDA through the issuance of the Bonds and the loan of the proceeds thereof to the Corporation for such purposes will result in the direct or indirect maintenance of permanent employment in Richland County and adjacent areas for approximately 7,562 people, will result in the creation of 251 additional full-time positions within 12 months and a total of 270 additional full-time positions within 24 months when the Project is placed in full operation, and will stimulate the economy of Richland County and surrounding areas by increased payrolls, capital investment and tax revenues.

A draft resolution in support of the Project is submitted with this request for action.

C. Financial Impact

No funds from Richland County are requested. There will be no pledge of the credit of Richland County, JEDA or any other governmental entity with respect to the Bonds.

D. Alternatives

1. Approve Richland County’s support of the issuance of the Bonds by JEDA for the benefit of Palmetto Health as required by the Enabling Act.
2. Do not approve Richland County’s support of the issuance of the Bonds by JEDA for the benefit of Palmetto Health as required by the Enabling Act.

E. Recommendation

It is recommended that County Council support the issuance of the Bonds by JEDA for the benefit of Palmetto Health as required by the Enabling Act.

Recommended by: Lynn L. Coe, Jones Day, Bond Counsel
Date: 11/9/10

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

✓ Recommend Council approval

Comments regarding recommendation:

Date: 11/10/10

Recommend Council denial

Procurement

Reviewed by: Rodolfo Callwood

Recommend Council approval

Comments regarding recommendation:

Date: 11/10/10

Recommend Council denial

Legal

Reviewed by: Larry Smith

✓ Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

Administration

Reviewed by: Tony McDonald

✓ Recommend Council approval

Comments regarding recommendation:

Date: 11/12/10

Recommend Council denial

RESOLUTION

A RESOLUTION IN SUPPORT OF THE ISSUANCE BY THE SOUTH CAROLINA JOBS-ECONOMIC DEVELOPMENT AUTHORITY OF ITS NOT TO EXCEED \$325,000,000 HOSPITAL REFUNDING AND IMPROVEMENT REVENUE BONDS, TO BE ISSUED IN ONE OR MORE SERIES, PURSUANT TO THE PROVISIONS OF TITLE 41, CHAPTER 43, OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED.

WHEREAS, the South Carolina Jobs-Economic Development Authority (the “Authority”) is authorized and empowered under and pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended (the “Act”), to utilize any of its program funds to establish loan programs for the purpose of reducing the cost of capital to business enterprises which meet the eligibility requirements of Section 41-43-150 of the Act and for other purposes described in Section 41-43-160 of the Act and thus provide maximum opportunities for the creation and retention of jobs and improvement of the standard of living of the citizens of the State of South Carolina; and

WHEREAS, the Authority is further authorized by Section 41-43-110 of the Act to issue revenue bonds payable by the Authority solely from a revenue producing source and secured by a pledge of said revenues in order to provide funds for any purpose authorized by the Act; and

WHEREAS, the Authority and Palmetto Health, a South Carolina nonprofit corporation (the “Corporation”), entered into an Inducement Agreement (the “Inducement Agreement”), pursuant to which and in order to implement the public purposes enumerated in the Act, and in furtherance thereof to comply with the undertakings of the Authority pursuant to the Inducement Agreement, the Authority proposes, subject to such approval of the State Budget and Control Board of South Carolina and Richland County, South Carolina (“Richland County”) and Pickens County, South Carolina (“Pickens County” and, collectively with Richland County, the “Counties”) as may be required by law, to issue not to exceed \$325,000,000 aggregate principal amount of its Hospital Refunding and Improvement Revenue Bonds (Palmetto Health), in one or more series (the “Bonds”), under and pursuant to Section 41-43-110 of the Act (i) to refund all or a portion of the \$43,805,000 South Carolina Jobs-Economic Development Authority Variable Rate Demand Hospital Refunding Revenue Bonds (Palmetto Health), Series 2008A (the “Series 2008A Bonds”) and the \$49,360,000 South Carolina Jobs-Economic Development Authority Variable Rate Demand Hospital Refunding Revenue Bonds (Palmetto Health), Series 2008B (the “Series 2008B Bonds” and, together with the Series 2008A Bonds, the “Prior Bonds”) previously issued to refinance the costs of the acquisition of land, buildings or other improvements thereon, machinery, equipment, office furnishings and other depreciable assets, constituting hospital facilities located in the Counties, (ii) to finance the acquisition, by construction or purchase, of an approximately 186,163-square foot building and other improvements on one or more parcels of land, and certain machinery, apparatus, equipment, office facilities and furnishings to be installed therein located in Richland County, to be used as an approximately 76-bed hospital, and to finance certain additions, expansions and enlargements to its existing hospital facilities and certain acquisitions of machinery, equipment, office furnishings and other depreciable assets all constituting hospital facilities located in Richland County (the “Project”), (iii) to fund one or more debt service reserve funds, if deemed

necessary or advisable by the Authority or the Corporation, (iv) to pay a portion of the interest on the Bonds, if deemed necessary or advisable by the Authority or the Corporation, (v) to provide working capital, if deemed necessary or advisable by the Authority or the Corporation, (vi) to pay other fees and expenses, including, but not limited to, swap termination payments, and (vii) to pay other fees and expenses incurred in connection with the acquisition, construction and financing thereof and the refunding of the Prior Bonds, including but not limited to the premiums for one or more bond insurance policies; and

WHEREAS, the Corporation is projecting that the assistance of the Authority by the issuance of the Bonds will result in the direct or indirect maintenance of permanent employment in Richland County and adjacent areas for approximately 7,562 people, create 251 new jobs in Richland County and adjacent areas within 12 months after completion of the Project when operating at full capacity and create a total of 270 new jobs in Richland County and adjacent areas within 24 months after completion of the Project when operating at full capacity, and will stimulate the economy of the Counties and surrounding areas by increased payrolls, capital investment and tax revenues; and

WHEREAS, the County Council of Richland County (the “County Council”) and the Authority have on this date jointly held a public hearing, duly noticed by publication in a newspaper having general circulation in Richland County, not less than 15 days prior to the date hereof, at which all interested persons have been given a reasonable opportunity to express their views;
NOW THEREFORE, BE IT RESOLVED by the County Council of Richland County, South Carolina, as follows:

SECTION 1. As required by the Act, it is hereby found, determined and declared that (a) the Refunding and the Project will subserve the purposes of the Act; (b) the Refunding and the Project is anticipated to benefit the general public welfare of Richland County by providing services, employment, recreation or other public benefits not otherwise provided locally; (c) the Refunding and the Project will give rise to no pecuniary liability of Richland County or a charge against its general credit or taxing power; (d) the amount of bonds required to finance the Refunding and the Project is not to exceed \$325,000,000 (based on such information as provided by the Corporation); and (e) the documents to be delivered by the Corporation and the Authority with respect to the Bonds will provide, among other things, (i) for the amount necessary in each year to pay the principal of and interest on the Bonds, (ii) whether reserve funds of any nature will be established with respect to the retirement of the Bonds and the maintenance of the Project (and, if any such reserve funds are to be so established, the amount necessary to be paid each year into such funds), and (iii) that the Corporation shall maintain the facilities financed or refinanced with the proceeds of the Bonds and carry all proper insurance with respect thereto.

SECTION 2. The County Council supports the Authority in its determination to issue the Bonds to finance the Refunding and the Project.

SECTION 3. All orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this resolution shall take effect and be in full force from and after its adoption.

Adopted this 7th day of December, 2010.

Paul Livingston, Chair
Richland County Council

(SEAL)

Attest: _____
Michielle R. Cannon-Finch
Clerk to County Council

Richland County Council Request of Action

Subject

Conservation Easement Donation of 60 acres near Abney Estates Development [pages 31-46]

Reviews

Richland County Council Request of Action

Subject: Shelley Conservation Easement Donation of 60 acres near the Abney Estates Development

A. Purpose

County Council is requested by the Conservation Commission to accept a conservation easement donation on 60 acres in northern Richland County in order to protect valuable natural resources, wetlands, floodplains, water quality, and preserve valuable open space.

B. Background / Discussion

Mr. Mike Shelley, Ashley Oaks Development Corporation, has made a formal application to the Conservation Commission to help protect this valuable property for conservation purposes, natural resources, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for forestry, wildlife, and scenic open space next to the Abney Estates Development off Fulmer Road. The property is a critical segment of the Swygert Creek Watershed floodplain and buffer corridor. The property faces development pressures to be converted to high density home units. The property is located in County Council District 2 where extensive development has occurred. Mr. Shelley would like to contribute to a new conservation image for their development community. We salute their donation and conservation values.

C. Financial Impact-None

The Conservation Commission voted unanimously to make this easement request to County Council as a private donation for tax benefits only. No Commission funds are being used for easement acquisition. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. The donation value based on a recent assessment is \$246,000. We consider this agreement to be beneficial to both parties and it meets the goals of Richland County in a true volunteer partnership. The indirect benefits and cost to Richland County will be less storm water issues, improved water quality, and preserving floodplains, wildlife and valuable green space.

D. Alternatives

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

E. Recommendation

"It is recommended that Council approve the request to accept this conservation easement on 60 acres owned by Mr. Mike Shelley.

Recommended by:	Department:	Date:
Carol Kososki, Chair Jim Wilson, Program Manager	Conservation Commission Richland County	11-22-2010

F. Reviews

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

Finance

Reviewed by: Daniel Driggers	Date: 11/12/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Legal

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

Administration

Reviewed by: Sparty Hammett	Date: 11/15/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this ** day of December, 2010, by Ashley Oaks Development Corporation of Blythewood, South Carolina to Richland County, ("Grantee").

WITNESSETH:

Grantor is the owner of certain real property in Richland County, South Carolina of approximately Sixty (60) acres more particularly described on Attachment A.

Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (the "Code"), and meets the requirements of Section 509(a) (2) of the Code. Grantee is a "qualified organization," as such terms is defined in Section 170(h) (3) of the Code, and is qualified to hold conservation easements under the laws of the State of South Carolina.

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

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

- . The preservation of open space for the scenic enjoyment of the general public.
- . The furtherment of the South Carolina Conservation Easement Act, 27-8-10 et. seq authorizes the acquisition of conservation easements by local governments.
- . The fulfillment of the goals of Richland County Town and Country Comprehensive Plan, as adopted in 2003, by the protection of wetlands, floodplains and upland buffers.
- . The fulfillment of the goals of The Richland County Conservation Commission which has identified lands of importance to the community's agricultural heritage as a pressing need.
- . The contribution to a policy priority by the Richland County Council as indicated by its adoption in the Greenway Plan for Richland County

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

The preservation of water quality related to the provision of buffering the Swygert Creek Watershed from development.

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

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

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

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

Richland County Tax Map Number 12400-02-04 or more particularly described in Attachment A

1. Grant of Conservation Easement

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

2. Statement of Purpose

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

purpose of this Easement to protect those values, and no activity which shall significantly impair those values shall be permitted.

3. Rights and Responsibilities Retained by Grantor

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

4. Rights to Use Property for Traditional Purposes

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

5. Right to Privacy

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

6. Right to Use the Property for Customary Rural Enterprises

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

7. Permission of Grantee

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

8. Procedure to Construct Building and Other Improvements

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

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

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

C) New Ancillary Structures & Improvements – No new ancillary building and other structures and improvements to be used primarily for ancillary or agricultural purposes may be built on the Property.

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

E) New Single-Family Residential Housing – No new residential dwellings may be constructed on the Property.

F) Recreational Improvements – Recreational improvements may be built within the area identified as “Developed Area” on the Baseline Report. Any new recreational improvements proposed for locations outside the area identified as “Developed area” may be built only with the permission of Grantee. Under no circumstances shall athletic fields, golf courses or ranges, commercial airstrips or commercial helicopter pads be constructed on the Property.

G) Utility Services and Septic Systems – Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services to the improvements permitted herein may be installed, maintained, repaired, removed, relocated and replaced, and Grantee may grant easements over and under the Property for such purposes. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved.

9. Maintenance and Improvement of Water Sources

Grantor maintains the rights to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement, provided that Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantor may alter the natural flow of water over the Property in order to improve drainage or agricultural soils, reduce soil erosion, or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the conservation purposes of this Easement and are carried out in accordance with law. The construction of ponds and reservoirs shall be permitted only with the permission of Grantee.

10. Water Rights

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

11. Subdivision

The Property is currently comprised of the parcel shown on Attachment A, which is all contained on one tax map. The property may not be subdivided.

12. Conservation Practices

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

13. Application of Waste Materials

The land application, storage and placement on the Property of domestic septic effluent and municipal, commercial or industrial sewage sludge or liquid generated from such sources for agricultural purposes is prohibited. The use of septic tanks for homes on the three permitted lots described in section 11 is specifically allowable.

14. Forest Management

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

15. Mining

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

16. Paving and Road Construction

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

17. Hazardous Waste

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

18. Ongoing Responsibilities of Grantor and Grantee

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

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

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

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

19. Extinguishment of Development Rights

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

20. Enforcement

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

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

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

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

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

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

21. Transfer of Easement

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

22. Transfer of Property

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

23. Amendment of Easement

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

24. Extinguishment

If this Easement is extinguished by judicial proceeding, Grantee shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, calculated in accordance with Paragraph 25 below. Grantee shall use its portion of said proceeds in a manner consistent with the general conservation purposes of this Easement.

25. Proceeds

The donation of this Easement gives rise to a property right, immediately vested in Grantee which, for purposes of calculating proceeds from a sale or other disposition of the Property as contemplated

under Paragraph 24 above, shall have a value equal to a percentage (the “Proportionate Share”) of the value of the Property unencumbered by this Easement. The Proportionate Share shall be determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. The Proportionate Share shall remain constant.

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

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

26. Interpretation

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

27. Successors

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

28. Severability

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

29. Notices

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

To Grantor:

Mike Shelley
P.O. Box 533
Blythewood, SC 29016

To Grantee:

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

30. Grantor's Title Warranty

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

31. Subsequent Liens on Property

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

32. Subsequent Encumbrances

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

33. Other Applicable Laws and Regulations

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

34. Grantor's Environmental Warranty

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

34. Perpetuation of Easement

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

35. Acceptance

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

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

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

Witness:

Ashley Oaks Development Corporation
Mike Shelley

Accepted:

Witness:

Council
Richland County

By _____

ATTACHMENT A

Richland County, South Carolina Tax Map Number 12400-02004

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:

County of Richland)
State of South Carolina)

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 fact in the foregoing Deed of Conservation
Easement are true to the of his/her knowledge and belief, and that the execution of said Deed is
his/her free act and deed.


Notary Public (SEAL)
My commission expires:

Notary Public (SEAL)
My commission expires:

Open Space Plan

Mount Valley Tract



-  floodway
-  wetlands boundary
-  flood plain
-  detention pond



-  **Area of Property**
231.66 ac. (total)
-  **common area**
60.94 ac./26.30% of total
-  **unusable common area**
16.06 ac./26.35%
(wetlands, floodway, detention ponds)

Richland County Council Request of Action

Subject

Shelley Conservation Easement Donation of 82 acres near Ashley Oaks Development [pages 48-63]

Reviews

Richland County Council Request of Action

Subject: Shelley Conservation Easement Donation of 82 acres near the Ashley Oaks Development

A. Purpose

County Council is requested by the Conservation Commission to accept a conservation easement donation on 82 acres in northern Richland County in order to protect valuable natural resources, wetlands, floodplains, water quality, and preserve valuable open space.

B. Background / Discussion

Mr. Mike Shelley, Ashley Oaks Development Corporation, has made a formal application to the Conservation Commission to help protect this valuable property for conservation purposes, natural resources, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for forestry, wildlife, and scenic open space next to the Ashley Oaks Development off Fulmer Road. The property is a critical segment of the Beasley Creek Watershed floodplain and buffer corridor. The property faces development pressures to be converted to high density home units. The property is located in County Council District 2 where extensive development has occurred. Mr. Shelley would like to contribute to a new conservation image for their development community. We salute their donation and conservation values.

C. Financial Impact-None

The Conservation Commission voted unanimously to make this easement request to County Council as a private donation for tax benefits only. No Commission funds are being used for easement acquisition. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. The donation value based on a recent assessment is \$329,000. We consider this agreement to be beneficial to both parties and it meets the goals of Richland County in a true volunteer partnership. The indirect benefits and cost to Richland County will be less storm water issues, improved water quality, and preserving floodplains, wildlife and valuable green space.

D. Alternatives

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

E. Recommendation

"It is recommended that Council approve the request to accept this conservation easement on 82 acres owned by Mr. Mike Shelley.

Recommended by:	Department:	Date:
Carol Kososki, Chair Jim Wilson, Program Manager	Conservation Commission Richland County	11-22-2010

F. Reviews

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

Finance

Reviewed by: Daniel Driggers	Date: 11/10/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Legal

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

Administration

Reviewed by: Sparty Hammett	Date: 11/15/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this ** day of December, 2010, by Ashley Oaks Development Corporation of Blythewood, South Carolina to Richland County, ("Grantee").

WITNESSETH:

Grantor is the owner of certain real property in Richland County, South Carolina of approximately 82 acres more particularly described on Attachment A.

Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (the "Code"), and meets the requirements of Section 509(a) (2) of the Code. Grantee is a "qualified organization," as such terms is defined in Section 170(h) (3) of the Code, and is qualified to hold conservation easements under the laws of the State of South Carolina.

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

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

- . The preservation of open space for the scenic enjoyment of the general public.
- . The furtherment of the South Carolina Conservation Easement Act, 27-8-10 et. seq authorizes the acquisition of conservation easements by local governments.
- . The fulfillment of the goals of Richland County Town and Country Comprehensive Plan, as adopted in 2003, by the protection of wetlands, floodplains and upland buffers.
- . The fulfillment of the goals of The Richland County Conservation Commission which has identified lands of importance to the community's agricultural heritage as a pressing need.
- . The contribution to a policy priority by the Richland County Council as indicated by its adoption in the Greenway Plan for Richland County

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

The preservation of water quality related to the provision of buffering the Beasley Creek Watershed from development.

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

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

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

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

Richland County Tax Map Number 14900-01-31 or more particularly described in Attachment A

1. Grant of Conservation Easement

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

2. Statement of Purpose

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

purpose of this Easement to protect those values, and no activity which shall significantly impair those values shall be permitted.

3. Rights and Responsibilities Retained by Grantor

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

4. Rights to Use Property for Traditional Purposes

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

5. Right to Privacy

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

6. Right to Use the Property for Customary Rural Enterprises

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

7. Permission of Grantee

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

8. Procedure to Construct Building and Other Improvements

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

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

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

C) New Ancillary Structures & Improvements – No new ancillary building and other structures and improvements to be used primarily for ancillary or agricultural purposes may be built on the Property.

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

E) New Single-Family Residential Housing – No new residential dwellings may be constructed on the Property.

F) Recreational Improvements – Recreational improvements may be built within the area identified as “Developed Area” on the Baseline Report. Any new recreational improvements proposed for locations outside the area identified as “Developed area” may be built only with the permission of Grantee. Under no circumstances shall athletic fields, golf courses or ranges, commercial airstrips or commercial helicopter pads be constructed on the Property.

G) Utility Services and Septic Systems – Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services to the improvements permitted herein may be installed, maintained, repaired, removed, relocated and replaced, and Grantee may grant easements over and under the Property for such purposes. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved.

9. Maintenance and Improvement of Water Sources

Grantor maintains the rights to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement, provided that Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantor may alter the natural flow of water over the Property in order to improve drainage or agricultural soils, reduce soil erosion, or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the conservation purposes of this Easement and are carried out in accordance with law. The construction of ponds and reservoirs shall be permitted only with the permission of Grantee.

10. Water Rights

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

11. Subdivision

The Property is currently comprised of the parcel shown on Attachment A, which is all contained on one tax map. The property may not be subdivided.

12. Conservation Practices

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

13. Application of Waste Materials

The land application, storage and placement on the Property of domestic septic effluent and municipal, commercial or industrial sewage sludge or liquid generated from such sources for agricultural purposes is prohibited. The use of septic tanks for homes on the three permitted lots described in section 11 is specifically allowable.

14. Forest Management

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

15. Mining

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

16. Paving and Road Construction

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

17. Hazardous Waste

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

18. Ongoing Responsibilities of Grantor and Grantee

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

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

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

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

19. Extinguishment of Development Rights

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

20. Enforcement

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

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

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

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

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

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

21. Transfer of Easement

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

22. Transfer of Property

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

23. Amendment of Easement

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

24. Extinguishment

If this Easement is extinguished by judicial proceeding, Grantee shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, calculated in accordance with Paragraph 25 below. Grantee shall use its portion of said proceeds in a manner consistent with the general conservation purposes of this Easement.

25. Proceeds

The donation of this Easement gives rise to a property right, immediately vested in Grantee which, for purposes of calculating proceeds from a sale or other disposition of the Property as contemplated

under Paragraph 24 above, shall have a value equal to a percentage (the “Proportionate Share”) of the value of the Property unencumbered by this Easement. The Proportionate Share shall be determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. The Proportionate Share shall remain constant.

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

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

26. Interpretation

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

27. Successors

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

28. Severability

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

29. Notices

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

To Grantor:

Mike Shelley
P.O. Box 533
Blythewood, SC 29016

To Grantee:

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

30. Grantor's Title Warranty

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

31. Subsequent Liens on Property

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

32. Subsequent Encumbrances

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

33. Other Applicable Laws and Regulations

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

34. Grantor's Environmental Warranty

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

34. Perpetuation of Easement

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

35. Acceptance

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

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

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

Witness:

Ashley Oaks Development Corporation
Mike Shelley

Accepted:

Witness:

Council
Richland County

By _____

ATTACHMENT A

Richland County, South Carolina Tax Map Number 14900-01-31

Item# 6

Attachment number 1
Page 13 of 16

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:

County of Richland)
State of South Carolina)

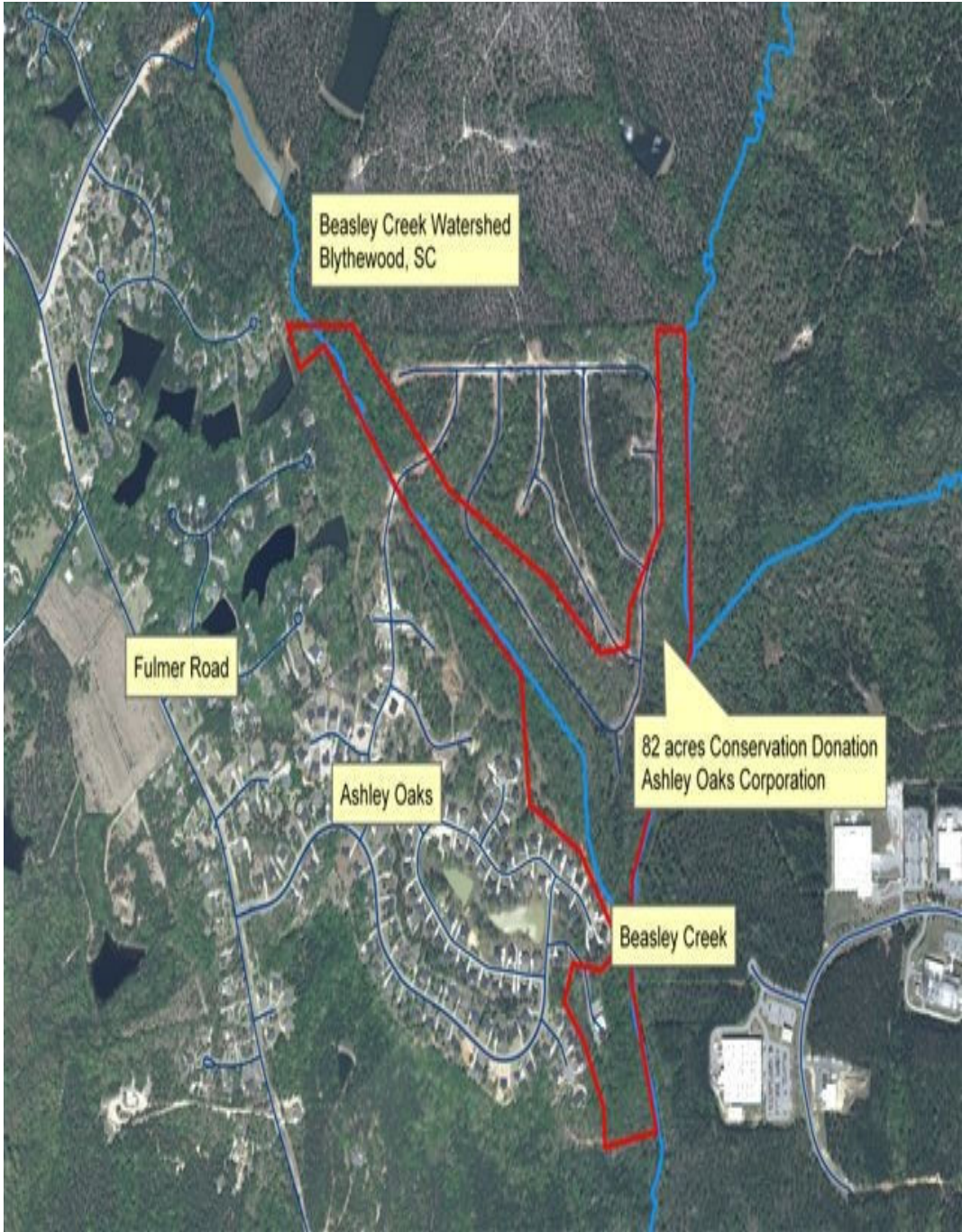
Acknowledgments

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 fact in the foregoing Deed of Conservation
Easement are true to the of his/her knowledge and belief, and that the execution of said Deed is
his/her free act and deed.

Notary Public (SEAL)
My commission expires:

Notary Public (SEAL)
My commission expires:



Richland County Council Request of Action

Subject

Monroe Conservation Easement Donation [pages 65-71]

Reviews

Richland County Council Request of Action

Subject: Monroe Conservation Easement Donation

A. Purpose

County council is requested by the Conservation Commission to accept a conservation easement on 27 acres as a donation in northeast Richland County off Two Notch Road next to an existing conservation area in order to protect valuable natural resources, water quality, and preserve valuable open space and scenic road vista.

B. Background / Discussion

Mr. Delano Monroe, 10730 Two Notch Road, Elgin, SC 29045, has made a formal application to the Conservation Commission to help protect his valuable family farm, natural resources, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for agriculture and scenic beauty along Two Notch Road. The property is a critical segment of connectivity to an existing easement. The property faces huge development pressures to be converted to high density sub-divisions. The property is located in County Council District #9 where extensive development has occurred. The Monroe Family would like to contribute again to a new conservation image for their community. We salute his donation and conservation values.

C. Financial Impact-None

The Conservation Commission voted unanimously to make this easement request to County Council as a private donation for tax benefits only. The landowner is donating 100% of the appraised easement value of which some may be captured by tax incentives. We consider this agreement to be beneficial to both parties and it meets the goals of Richland County in a true volunteer partnership. The indirect benefits and cost to Richland County will be less storm water issues, improved water quality, and preserving wildlife and valuable green space.

D. Alternatives

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

E. Recommendation

"It is recommended that Council approve the request to accept this conservation easement on 27 acres owned by Delano Monroe.

Recommended by:	Department:	Date:
Carol Kososki, Chair Jim Wilson, Program Manager	Conservation Commission Richland County	11-22-2010

F. Reviews

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

Finance

Reviewed by: Daniel Driggers	Date: 11/12/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Legal

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

Administration

Reviewed by: Sparty Hammett	Date: 11/15/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

State of South Carolina)
County of Richland)

Amendment to Conservation Easement

The conservation easement granted by Franklin Delano Monroe, having an address as 10730 Two Notch Road, Elgin, SC, 29045 to Richland County, on December 18, 2007 to Richland County on 95.19 acres in Richland in northwest Richland County, furthered described as Parcel A on Attachment A, such easement being recorded on December 20, 2007 in Plat Book 1386, Page 861 is hereby amended to expanded such acreage by twenty (27) acres as indicated on Attachment A and referred to as Parcel B

Be it further amended that the newly added Parcel B may be subdivided one (1) time to create one (1) new lot of not more than two acres upon one (1) house may be constructed, along with such appropriate new ancillary building and other structures and improvements to be used primarily for ancillary or agricultural purposes may be built on the Property within the “Developed Area” identified on the Baseline Report, which shall be amended in keeping with the conservation easement and this Amendment.

All other provisions of said conservation easement shall apply to Parcel B upon adoption of this amendment.

TO HAVE AND TO HOLD this Amendment 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.

SIGNATURES ON FOLLOWING PAGES

Grantor

Witness:

Franklin Delano Monroe

Date

Acknowledgments

County of Richland
State of South Carolina,

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

Accepted:

Witness:

By _____
Chairman
Richland County Council

Date

Notary Public (SEAL)
My commission expires:

County of Richland)
State of South Carolina)

Acknowledgments

County of Richland)
State of South Carolina,

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

Notary Public (SEAL)
My commission expires:

Notary Public
My commission expires:

(SEAL)

**ATTACHMENT A
PROPERTY DESCRIPTION**

Parcel A.

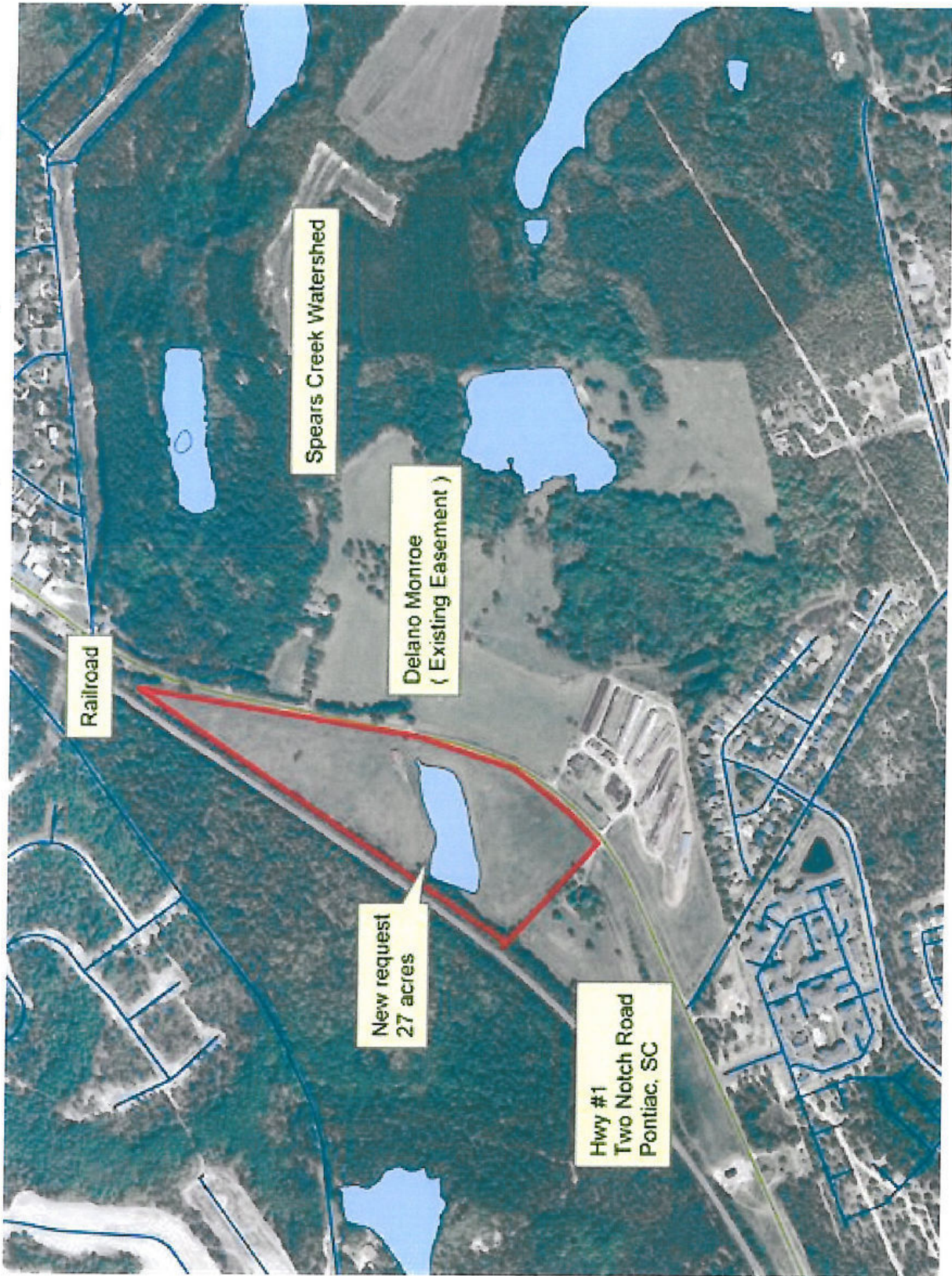
All that certain piece, parcel, and tract of land being, together with the improvements thereon, situate, lying and being on the east side of Highway No. 1, near Pontiac, in the County of Richland, in the State of South Carolina, being shown and delineated as approximately 95.19 acres more or less on a plat entitled Boundary and improvement survey for Franklin D. Monroe by Daniel Riddick & Associates, Inc. dated September 10,2007 and recorded _____ in the Office of the Register of Deeds for Richland County in Deed Book _____ at Page _____.

Parcel B

All that certain piece, parcel, and tract of land being, together with the improvements thereon, situate, lying and being on the east side of Highway No. 1, near Pontiac, in the County of Richland, in the State of South Carolina, being shown and delineated as approximately 95.19 acres more or less on a plat entitled Boundary and improvement survey for Franklin D. Monroe by Daniel Riddick & Associates, Inc. dated September 10,2007 and recorded _____ in the Office of the Register of Deeds for Richland County in Deed Book _____ at Page _____.

Derivation: This being the same property conveyed to Franklin Delano Monroe by Deed of Distribution of Pearl Lever Monroe, dated January 23, 1989, and recorded February 1, 1989 in the Office of The Register of Deeds for Richland County in Deed B book 922 at Page 776.

Richland County Tax Map Number 25900-04-03



Richland County Council Request of Action

Subject

Palmetto Pride Grants [pages 73-74]

Reviews

Richland County Council Request of Action

Subject: Palmetto Pride Grants

A. Purpose

County Council is requested to approve two grants for the Solid Waste Department that, if awarded, will fund anti-litter programs in the County. The grants total \$10,418 and no match is required.

B. Background / Discussion

Richland County's Solid Waste Department has applied for two Palmetto Pride grants that if awarded, will fund anti-litter programs in the County. Grant award announcements will come in December and all grant funds must be spent in the 2011 calendar year.

Enforcement Grant (\$4,190)

Grant funds will be used by the Refuse Control Division to purchase 10 digital trail cameras that will be placed in known illegal dump sites in the County. This will reduce the amount of monitoring required at these sites and free officers up so they can work on traffic and unsecured loads. Grant funds will also be used to purchase binoculars that will be given to officers for use in monitoring illegal dump sites from a distance.

Community Awareness Grant (\$6,228)

The Richland County Clean Neighborhood Initiative is a pilot program that encourages neighborhood associations and councils to engage in community recycling. Twelve neighborhoods will be asked to participate in this pilot program where each neighborhood will perform four litter pickups per year. Grant funds will be used for neighborhood signs and collection boxes.

C. Financial Impact

Palmetto Pride Enforcement Grant	\$4,190.00
Palmetto Pride Community Awareness Grant	\$6,228.00
Total	\$10,418.00

D. Alternatives

List the alternatives to the situation. There will always be at least two alternatives:

1. Approve the request to approve the Palmetto Pride grants if awarded.
2. Do not approve grants.

E. Recommendation

It is recommended that Council approve the request to accept \$10,418 in grant funds from Palmetto Pride if awarded.

Recommended by: Paul Alcantar Department: Solid Waste Date: 11/4/10

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 11/11/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommendation based on no match requirement.

Procurement

Reviewed by: Rodolfo Callwood

Date: 11/12/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Grants

Reviewed by: Sara Salley

Date: 11/12/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Larry Smith

Date:

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald

Date: 11/12/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Richland County Council Request of Action

Subject

Funding for the "Good to Great" Initiative [pages 76-82]

Reviews

Richland County Council Request of Action

Subject: Funding for the “Good to Great” Initiative

A. Purpose

County Council is requested to consider funding for the “Good to Great” Initiative.

B. Background / Discussion

At the October 19, 2010 Council Meeting, the following motion was made:

**Council direct staff to allocate \$100,000.00 to fund Good to Great.
[Manning] Action of Council:** Forwarded to the Administration and Finance Committee.

Attached for your convenience below is information from the Greater Columbia Chamber of Commerce regarding the “Good to Great” Initiative.

It is at this time that this item is before the A&F Committee for consideration and recommendation.

C. Financial Impact

Mr. Manning’s motion states that \$100,000 should be allocated to fund Good to Great. The source of these funds is unknown at this time, and will require a budget amendment.

D. Alternatives

1. Approve the request by Council member Manning. This approval will require a budget amendment.
2. Do not approve the request by Council member Manning.

E. Recommendation

Council direct staff to allocate \$100,000.00 to fund Good to Great.
Recommended by: Council member Manning, October 19, 2010

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 10/29/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This is a funding decision for Council and no funding source is identified for comment. As stated in the financial section approval may require a budget amendment.

Legal

Reviewed by: Larry Smith

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: No recommendation: This is a policy decision of Council.

Administration

Reviewed by: Tony McDonald

Date: 11/18/10

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the County's participation in this program; however, recommend that participation begin in FY 2012 in order that the funding can be incorporated into the FY 2012 budget.

Source: The Greater Columbia Chamber of Commerce

“Navigating from good to Great”

1. A community development and prosperity initiative.
 - a. Undertaken through the Greater Columbia Chamber of Commerce,
2. Seeks to unify and elevate the Columbia region
 - a. Based on the principle of unification and elevation.
 - b. By coming together as a single community, we can overcome obstacles and take advantage of opportunities and move from “good to Great.”
3. A 501C3 organization – The Navigating from Good to Great Foundation
 - a. Housed under the Greater Columbia Chamber of Commerce
 - b. The chamber carries out the foundation’s mission of moving the community from Good to Great.
 - c. Separate independent foundation board oversees expenditure.

The initiative

1. Started in 2007
2. If you can move a company from “good to Great,” as business author Jim Collins shows in his best selling book of the same name,” why can’t you do the same for a region.

The Vision:

Create a Columbia Region that is:

- ▶ Safe, vibrant & diverse
- ▶ A haven for intellectual capital & investment
- ▶ An entrepreneurial Mecca
- ▶ Rich in cultural infrastructure & diversity
- ▶ Focused on community development

Focuses on eight issues:

- 1. Redefining Economic Development**
 - a. No longer sufficient to focus on chasing smokestacks.
 - b. Bringing in new business from beyond our region’s borders
 - c. Must support existing businesses
 - d. Push the creation of a knowledge-based economy.
- 2. Moving People and Product In and Out of the Region**
 - a. Transportation system is critical to the region’s growth.
 - b. Must have both great infrastructure --including roads, bridges, bikeways and greenway --, AND
 - c. Great public transportation.

3. Homelessness

- a. We have no right to consider ourselves a great community until we have taken a comprehensive approach to this most pressing social issue.

4. Riverfront Development

- a. Region's rivers among our greatest untapped resources.
- b. Must continue to expand development
- c. Continue to cooperate with the River Alliance, a public private partnership.

5. Environment and Quality of Life

- a. Need to ensure that our region will attract the "creative class,"
- b. Safeguard one of our greatest assets.

6. Knowledge Development as an Economic Engine

- a. Continue to work to build a knowledge-based economy
- b. Leverage USC's leadership in various areas of research, but particularly fuel cell development.
- c. Focus on knowledge- based cluster development:
 - i. Clean Tech (including fuel cells & nuclear power)
 - ii. Insurance, health care

7. Intergovernmental & Regional Cooperation

- a. Entities in great regions must act like regional partners for the good of the region.
- b. Local governments are encouraged to resolve jurisdictional disputes and enter into cooperative partnerships.
- c.

8. Workforce Development.

- a. Produce a workforce capable of holding the jobs of the 21st Century

"Navigating from good to Great's" major initiatives:

1. Existing Business Retention and Expansion.

- a. More than 200 business interview
- b. Second annual report published.
- c. The Nucor success story.

2. Regional branding effort

- a. In conjunction with the Midlands Authority for Conventions, Sports and Tourism
- b. ColumbiaSC – Famously Hot.
- c. Partnership Program: Forest Acres: Proud Partner of ColumbiaSC Famously Hot.

3. Cluster development.

- a. Partnership with New Carolina and EngenuitySC.
- b. Chamber's economic development focus:
 - i. Insurance Technology & Services
 - ii. Clean Tech (Nuclear and Fuel Cells)
 - iii. Healthcare

4. Talent Attraction & Retention

- a. Relaunch of COR, Columbia Opportunity Resource, now under the umbrella of the chamber.

5. Regional government coalition.

- a. Created an Intergovernmental Forum
 - i. To work on issues such as air quality
 - ii. Support Mayor Benjamin's efforts to bring regional mayor'
- b. Working on supporting our airport
- c. Regional Chambers now meeting

The foundation also created an **Opportunity Fund**.

An emergency or quick action fund to enable the community to quickly respond to growth opportunities and unforeseen threats.

Example: Airport matching money for a federal grant on increasing air service.

Funding

Tackling these issues and initiatives requires resources. An initial commitment of \$2.9 million was secured from the business community for the first five years of operation. Funds have come from a broad array of business across the region. The private sector funding was committed before any request was made of any government. But government is now participating:

The city of Columbia has pledged \$300,000 to date with the expectation of another \$200,000 over the next two years, which will take the initial capital campaign well over its initial \$3 million goal.



RECEIVED
10 OCT 28 PM 4:39
RICHLAND COUNTY
ADMINISTRATORS OFFICE

October 25, 2010

Mr. Milton Pope
Richland County Administrator
2020 Hampton Street
Columbia, S.C. 29202

Dear Mr. Pope,

The Greater Columbia Chamber of Commerce's "Navigating from Good to Great," initiative is a community development program focused on making the Columbia Region one of the great places to live and conduct business in our country. This program is strategic and unique because it seeks to unify the efforts of all groups in this region. The vision for "Navigating from Good to Great" calls for a "new model," for the purpose of optimizing growth, quality of life and realistically positioning the region for the future.

Because we believe in the region's future and because we believe in the ability of the staff, volunteers and investors of the Greater Columbia Chamber of Commerce to carry it out, we have chosen to lead the effort to provide the necessary funding for implementation.

The original five-year capital campaign (2007-2011) raised a little more than \$3 million dollars to execute the program of the Navigating from Good to Great Foundation through the Greater Columbia Chamber of Commerce. The majority of funds have come from private enterprise, mostly within Richland and Lexington counties. The city of Columbia has contributed \$100,000 a year for the first three years of the initiative and we anticipate receiving \$100,000 for each of the two remaining years.

We thank you for the opportunity to appear before Richland County Council on Oct. 19 and reiterate our request for a \$100,000 pledge to "Navigating from Good to Great" for the remainder of the current campaign, which runs through 2011. We anticipate that we will be launching a new round of fund-raising sometime in 2011.

We are enclosing a packet of information on "Navigating from Good to Great" that explains the program and shows our progress.

Greater Columbia Chamber of Commerce ♦ 930 Richland Street ♦ PO Box 1360 ♦ Columbia, SC 29202 ♦ 803.733.1155

Item# 9

Attachment number 1
Page 6 of 7

page 2

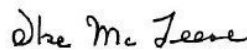
It is our sincere hope that you will join the many other committed organizations and individuals that are choosing to invest in accelerating the development of our region.

Please contact Ike McLeese at 803-733-1111, imcleese@columbiachamber.com, Ted Speth Chairman of the Navigating from Good to Great Foundation, C. Grant Jackson at 803-733-2513 or gjackson@columbiachamber.com, or John Mikula at 803-733-1147 or jmikula@columbiachamber.com if you have any questions regarding "Navigating from Good to Great" or any other matters of concern.

Sincerely,



Ted Speth
Managing Partner
Ogletree, Deakins, Nash, Smoak
Chairman of the Board
Navigating from Good to Great



Ike McLeese
President & CEO
Greater Columbia Chamber
of Commerce

Richland County Council Request of Action

Subject

Caughman Creek Property Appraisal [Recommend Executive Session] [page 83]

Reviews

Richland County Council Request of Action

Subject

Council allocate \$12,000 from Hospitality funds for Highway Lighting to be established on Richland County's International Corridor [page 85]

Reviews



MEMORANDUM

TO: Anna Almeida
FROM: Erica Hink, Neighborhood Planner
DATE: November 12, 2010
RE: Decker Blvd Street Lighting

Per a motion from Councilmen Norman Jackson and Jim Manning on October 19, 2010, Council is requested to allocate \$12,000.00 from Hospitality funds for Highway Lighting to be established on Richland County's International Corridor. Staff spoke with SCE&G and found that street lighting requires a commitment to operating costs at a term of 10 years. Prior to allocation of Hospitality funding, it is recommended by staff for Council to allow staff 2 months to investigate street lighting options for Decker Blvd. At the end of the 2 months, staff will report the findings to Council for deliberation.