



RICHLAND COUNTY COUNCIL

DEVELOPMENT AND SERVICES COMMITTEE

Bernice G. Scott
District 10

Joyce Dickerson
District 2

Norman Jackson, Chair
District 11

Val Hutchinson
District 9

Bill Malinowski
District 1

July 24, 2007
3:30 PM

Richland County Council Chambers
County Administration Building
2020 Hampton Street

Call to Order

Approval of Minutes

- A. June 26, 2007: Regular Meeting** [Pages 3 – 6]

Adoption of Agenda

I. Items for Action

- A. Extension of temporary receivership agreement for the operation of the Franklin Park water and sewer systems and the Albene Park water system** [Pages 7 – 10]
- B. Request to accept a conservation easement from Mr. G.P. Monroe and Mrs. Virginia Monroe for 70 acres located in the Pontiac Community** [Pages 11 – 28]
- C. Request to approve four firms (Kimley Horn & Associates; URS; Jordan Jones & Goulding; Fuss & O'Neill) as pre-qualified vendors for planning consulting services related to the update of the Imagine Richland 2020 Comprehensive Plan** [Pages 29 – 30]
- D. Request for approval to sign and process the Declaration of Covenant with the City of Columbia to allow for future annexation of the Elders Pond EMS / Fire Station** [Pages 31 – 32]

- E. Request to authorize the awarding of a construction contract to the successful bidder for the Richland County C&D Landfill Phase IV (Cell 1) Project in an amount not exceed the approved capital project budget of \$1,466,305** [Pages 33 – 34]
- F. Request to close a portion of Old Bluff Road** [Pages 35 – 38]
- G. Request to approve the purchase of an articulated dump truck for use in the Richland County C&D Landfill in the amount of \$259,475 from Caterpillar, Inc.** [Pages 39 – 40]
- H. A resolution in support of forming a joint Planning Commission with the City of Columbia** [Pages 41 – 42]

II. Items for Discussion / Information

- A. Update on Overgrown Lots** [Pages 43 – 44]
- B. Disposition of Sheriff Vehicles** [Page 45]

Adjournment

Staffed by: Joe Cronin

**Richland County Council
Development and Services Committee
June 26, 2007
4:00 PM**



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

Members Present:

Chair: Norman Jackson
Member: Joyce Dickerson
Member: Valerie Hutchinson
Member: Bill Malinowski
Member: Bernice G. Scott

Others Present: Kit Smith, Joseph McEachern, Paul Livingston, Michielle Cannon-Finch, Milton Pope, Tony McDonald, Joe Cronin, Larry Smith, Amelia Linder, Anna Almeida, Jennie Sherry-Linder, Sherry Wright-Moore, Tiaa Rutherford, Monique Mack, Donny Phipps, Michael Criss, Bob Dennis, Tamara King, Geo Price, Srinivas Valavala, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 4:00 p.m.

APPROVAL OF MINUTES

May 22, 2007 (Regular Session) – Ms. Hutchinson moved, seconded by Mr. Malinowski, to approve the minutes as submitted. The vote in favor was unanimous.

ADOPTION OF AGENDA

Ms. Scott moved, seconded by Ms. Dickerson, to adopt the agenda as distributed.

Ms. Scott withdrew her motion.

Mr. Malinowski moved, seconded by Ms. Hutchinson, to add the Bookert Heights Easement Condemnation request to the agenda. The vote in favor was unanimous.

Ms. Scott moved, seconded by Ms. Hutchinson, to approve the agenda as amended. The vote in favor was unanimous.

ITEMS FOR ACTION

A Resolution to Request that the South Carolina General Assembly and the South Carolina Congressional Delegation continue to support the manufacturing sector, the working families of South Carolina, and strong national trade policy, and to take swift and responsive actions to halt unlawful barriers to fair and free trade – Ms. Scott moved, seconded by Ms. Hutchinson, to forward this item to Council with a recommendation for approval. A discussion took place.

The vote in favor was unanimous.

Intergovernmental Agreement between Richland County and the Town of Irmo regarding implementation of Town's Phase II NPDES storm water permit – Ms. Scott moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation for approval. A discussion took place.

The vote in favor was unanimous.

Request to Approve Amended Guidelines to the Neighborhood Matching Grant Program - Ms. Scott moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation for approval. A discussion took place.

The vote in favor was unanimous.

Petition to Close a Frontage Road Near Killian Road – Ms. Scott moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation for approval. A discussion took place.

The vote in favor was unanimous.

Community Development: Requested to Approve the Five-Year Consolidated Plan after the thirty (30) day public comment period – Ms. Scott moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation for approval. A discussion took place.

The vote in favor was unanimous.

Request to Award a Contract to the Lowest Responsive Bidder for the Owens Field Pavement Rehabilitation Project – Ms. Scott moved, seconded Ms. Dickerson, to forward this item to Council with a recommendation for approval.

Ms. Scott moved, seconded by Ms. Dickerson, to reconsider the motion and to make approval of this item contingent upon the FAA grant award. The vote in favor was unanimous.

Request to Approve a change order in the amount of \$42,400 to allow for the evaluation of Chapter 26 Land Development Ordinance and drafting additional language to the Ordinance to include National Pollutant Discharge Elimination (NPDES) Reissued Permit

– Ms. Hutchinson moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation for approval. A discussion took place.

The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VIII, Resource Protection Standards; Section 26-203, Stormwater Management; so as to provide for a new subsection “(E)”, entitled “Stormwater Management Industrial and High Risk Runoff Inspection Guidelines”

– Ms. Hutchinson moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation for approval. A discussion took place.

The vote in favor was unanimous.

Bookert Heights Easement Condemnations – Ms. Scott moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation for approval.

ITEMS FOR DISCUSSION/INFORMATION

Review of County Billboard Ordinance – Mr. Geo Price gave a brief overview of the existing billboard ordinance.

Ms. Scott moved, seconded by Ms. Dickerson, to forward this item to the Planning Commission for further review.

Staff recommended that a digital display sign subsection within the existing billboard ordinance be introduced.

POINT OF ORDER – Ms. Smith stated that because this item was listed as an item for discussion that action could not be taken on it.

Ms. Scott moved, seconded by Ms. Dickerson, to move to have this item added as an item for action. The vote in favor was unanimous.

Ms. Scott moved, seconded by Ms. Dickerson, to forward this item to the Planning Commission for further review. The vote in favor was unanimous.

Clear Cutting Ordinance – Mr. Pope stated that this item was brought forward to look at the County's existing clear cutting ordinance. Hold this item in committee for further discussion.

ITEMS PENDING ANALYSIS

Request to Allow the Administrator to Negotiate the Acceptance of the Town of Eastover's Water and Sewer System for Ownership, Operation and Maintenance by Richland County – Ms. Scott moved, seconded by Ms. Dickerson, to remove until the Town of Eastover is more stable. The vote in favor was unanimous.

Comprehensive Sewer Extension Policy – This item is still pending analysis.

Fair Housing Incentives – This item is still pending analysis.

Approval of Construction Contract for the Paving of 2.15 Miles of Dirt Roads in the North Paving Contract – This item is still pending analysis.

Pet Licensing Fees – Mr. Pope requested that this item be moved to Items for Action on next month's agenda.

Local Affordable Housing Trust Fund – This item is still pending analysis.

Joint City-County Planning Commission – This item will be an item for action on next month's agenda.

Franchise Fees for the Installation of Utilities in Unincorporated Areas of Richland County – This item is still pending analysis.

Request to Declare all Unincorporated Areas of Richland County as a Water District – This item is still pending analysis.

ADJOURNMENT

Ms. Dickerson moved, seconded by Mr. Malinowski to adjourn.

The meeting adjourned at approximately 5:29 p.m.

Submitted by,

Norman Jackson, Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject: Temporary Receivership Agreement – Franklin and Albene Park Water and Sewer

A. Purpose

The purpose of this report is to request County Council approval to extend the “Temporary Receivership Agreement” for the operation of the Franklin Park water and sewer systems and the Albene Park water system.

B. Background

In July 2005, County Council approved a temporary receivership agreement with the South Carolina DHEC under which the County’s Utility Department began operating the water and sewer systems in Franklin and Albene Parks. At the direction of County Council, this agreement was for a term of one year with the provision that Council would review the operation after the first year and make a decision on extending the agreement. The agreement was approved for a second year in 2006.

C. Discussion

The Utilities Department staff has invested a considerable amount of time in improving the operation of these systems. The Office of Regulatory Staff provided a \$10,000.00 grant to upgrade several components of the systems. South Carolina DHEC has provided an additional \$30,000.00 to add a second well to the Franklin Park water system. That work has been completed and the systems are in much better condition than they were a year ago and are currently operating satisfactorily.

D. Financial Impact

Rates have been established that are sufficient to make these systems self supporting. Grant funds have covered the cost of all improvements made to the system. No additional funds should be required to continue operation of these systems.

E. Alternatives

1. Extend the temporary receivership agreement for an additional year.
2. Deny renewal of the agreement. This action will force DHEC to identify another operator for the systems.

F. Recommendation

It is recommended that County Council extend the temporary receivership agreement for an additional year.

Recommended by: Andy H. Metts **Department:** Utilities **Date** 7/3/07

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 7/19/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: We would recommend that the extension be approved and that the rates be evaluated to address the long-term solvency of the system.

Legal

Reviewed by: Amelia Linder

Date: 7/19/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Both alternatives appear to be legally sufficient; therefore, this request is at the discretion of County Council.

Administration

Reviewed by: Tony McDonald

Date: 7/19/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Concur with the Finance Director's recommendation that the rates be evaluated and, if necessary, increased to cover the operating costs of the systems.

STATE OF SOUTH CAROLINA)
))
))
COUNTY OF RICHLAND) **SECOND AMENDMENT TO
RECEIVERSHIP AGREEMENT**

WHEREAS, the parties to the Agreement are Richland County (“County”) and the South Carolina Department of Health and Environmental Control (“SCDHEC”);

WHEREAS, the parties entered in the Agreement on July 28, 2005 to allow the County to operate the wastewater treatment facility (“WWTF”) and the public water system (“PWS”) at Franklin Park Subdivision and the PWS at Albene Park Subdivision (collectively, the “Facilities”) in order to assist and help the citizens who rely on the proper operation of the Facilities;

WHEREAS, the County’s receivership became effective on July 28, 2005 upon order of Judge Kinard, Richland County Circuit Court, approved the County to serve as a receiver on July 28, 2005;

WHEREAS, the Parties amended the Agreement on July 28, 2006, to extend the term of the Agreement until July 28, 2007;

WHEREAS, the Parties wish to amend the Agreement to extend the term of the Agreement for an additional year until July 28, 2008.

KNOW ALL MEN BY THESE PRESENTS, in consideration of the mutual benefits to be derived by each party, they do hereby promise, covenant and agree that the Agreement is amended as follows:

By deleting Paragraph 8 in its entirety and replacing it with a new Paragraph 8, set forth below:

“8. Upon execution of this Agreement, the County shall act as a temporary receiver for a period of time not to exceed three (3) years until or unless: (a) either party terminates this Agreement upon seven (7) days written notice or (b) the County acquires the subject Facilities and becomes permanent owner and operator of the Facilities.”

All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between this First Amendment and the original Agreement, this Amendment controls. The Agreement and this First Amendment constitute the entire agreement between the parties.

2nd Amendment to Receivership Agreement
Richland County for Albene Park and Franklin Park Subdivisions

The undersigned for SCDHEC hereby represents that he or she has authority to enter into this First Amendment to the Agreement and does so voluntarily. The undersigned for the County hereby represents that, subject to the formal approval of the Richland County Council, he or she has authority to enter into this First Amendment to the Agreement and does so voluntarily.

THIS AMENDMENT TO THE AGREEMENT is hereby executed in triplicate this ___ day of July, 2007.

Witnesses:

**South Carolina Department of Health
And Environmental Control**

By: _____
C. Earl Hunter
Commissioner

Witnesses:

Richland County, South Carolina

By: _____
County Administrator

Richland County Council Request of Action

Subject: Conservation Easement

A. Purpose

County Council is requested by the Conservation Commission to accept a conservation easement on 70 acres in the Pontiac Community of Richland County to protect valuable natural resources, water quality, and preserve critical open space.

B. Background / Discussion

Mr. G. P. Monroe has made a formal application to the Conservation Commission to help protect natural resources and preserve valuable rural open space in perpetuity. This farm has been involved in agriculture production for decades reflecting good stewardship and family legacy. The natural springs provide a water source for wildlife and recreation. The managed forest and pastures are providing land cover to sloping terrain and buffers to wetlands. As a result of public meetings and educational outreach in Council District 9, the Monroe family viewed Richland County as a true partner in conservation efforts to support local citizens in achieving their goals of land preservation and family heritage. The conservation easement will be held by Richland County and monitored by the Conservation Commission. The easement provides for the family to maintain their residence on the property.

C. Financial Impact

The Conservation Commission unanimously voted to make this request to Council for immediate approval with an easement purchase from Commission funds in the amount of \$1000 per acre which is only 3% of the formal appraisal for development conversion. Basically, it will be a large donation on behalf of the landowner for volunteer conservation and a major statement of a partnership with Richland County supporting local citizens. The landowner still owns the property and will pay property taxes at the same conservation value.

The indirect cost will result in less storm water runoff, less water quality issues, less sediment in lakes, forest buffers along roadways, protection of wildlife habitat and wetlands, and preserving green open space through family legacy. Citizens will receive public benefit from viewing forest buffers along roads, green open space, wildlife, and reduced storm water runoff.

D. Alternatives

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

1. **Approve** the request to accept a conservation easement for life will protect valuable natural resources and preserve green open space for all citizens. This approval also supports the objectives of the County's Comprehensive Land Use Plan.

2. Do not approve will allow high density development, increase traffic, endanger natural resources, reduce open space, and change the rural landscape forever.

E. Recommendation

It is recommended that County Council approve this request to accept a conservation easement on 70 acres owned by Mr. Monroe.

Recommended by:
Maxey Love, Chair
Jim Wilson, Program Manager

Department:
Conservation Commission
Richland County

Date:
6-25-2007

F. Reviews

Finance

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

Date: 7/16/07
 Recommend Council denial

Legal

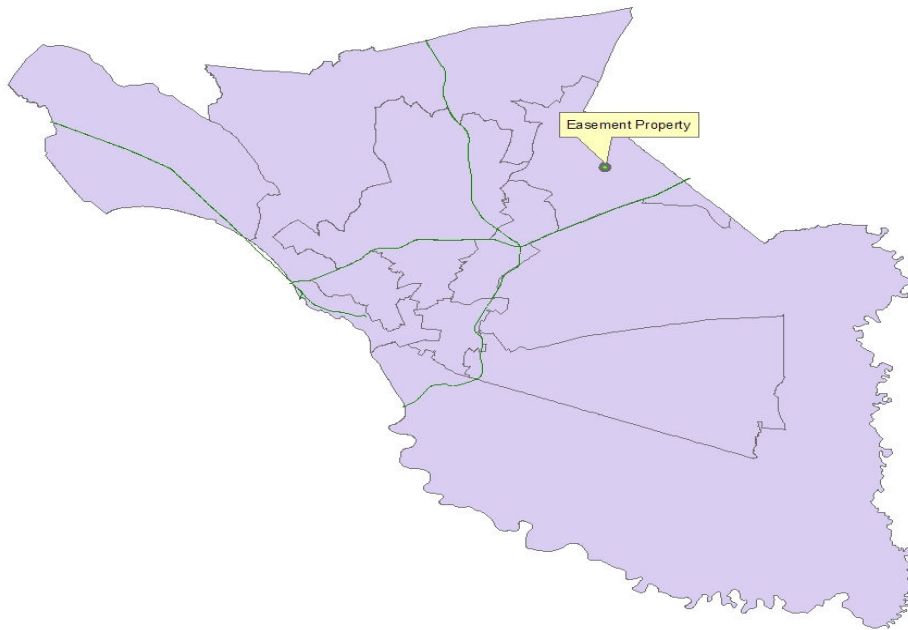
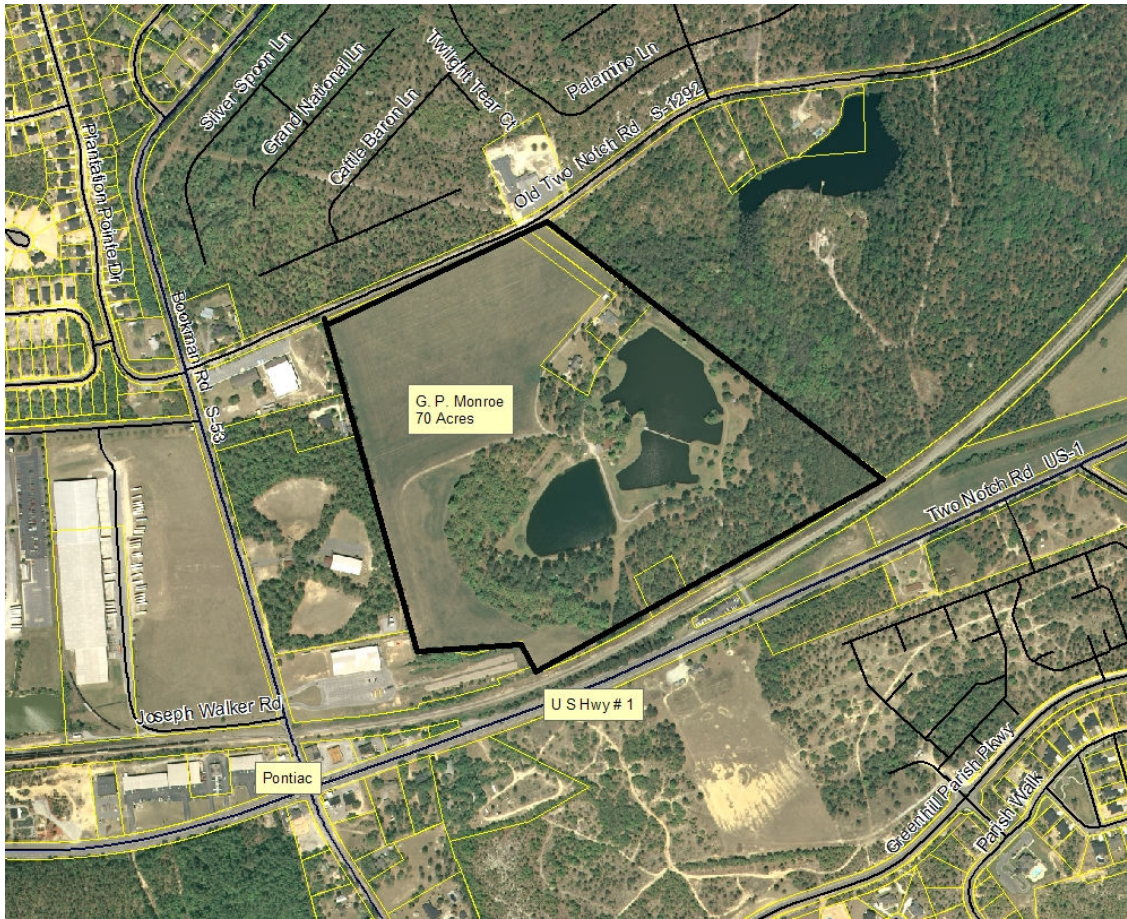
Reviewed by: Amelia Linder
✓ Recommend Council approval
Comments regarding recommendation:

Date: 7/16/07
 Recommend Council denial

Administration

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

Date: 7/17/07
 Recommend Council denial







CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this ** day of July, 2007, by G.P. Monroe and Virginia Monroe having an address 10651 Two Notch Rd. Elgin, SC 29045, to Richland County, ("Grantee").

WITNESSETH:

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

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

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

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

- . The 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.
- . 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 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 from development several ponds on the property.

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

The conservation values of the Property and its current use and state of improvement are described in a Baseline Report prepared by Grantee with the cooperation of 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 or more particularly described in Attachment A

1. Grant of Conservation Easement

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

2. Statement of Purpose

The primary purpose of this Easement is to enable the Property to remain in traditional use by preserving and protecting its rural nature and other conservation features. No activity which significantly impairs the conservation purpose of the Property shall be permitted. To the extent

that the preservation and protection of the natural, historic, recreational, habitat or scenic values referenced in this Easement is consistent with the primary purpose stated above, it is also the purpose of this Easement to protect those values, and no activity which shall significantly impair those values shall be permitted.

3. Rights and Responsibilities Retained by Grantor

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

4. Rights to Use Property for Traditional Purposes

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

5. Right to Privacy

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

6. Right to Use the Property for Customary Rural Enterprises

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

7. Permission of Grantee

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

8. Procedure to Construct Building and Other Improvements

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

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

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

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

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

E) New Single-Family Residential Housing – There may be three (3) new residential dwellings constructed on the Property, provided that no more than one-half acre of land shall be disturbed for this new construction.

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

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

9.Maintenance and Improvement of Water Sources

Grantor maintains the right to use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement, provided that Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantor may alter the natural flow of water

over the Property in order to improve drainage or agricultural soils, reduce soil erosion, or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the conservation purposes of this Easement and is carried out in accordance with law. The construction of ponds and reservoirs shall be permitted only with the permission of Grantee.

10. Water Rights

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

11. Subdivision

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

12. Conservation Practices

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

13. Application of Waste Materials

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

14. Forest Management

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

15. Mining

Exploration for, or development and extraction of, minerals and hydrocarbons from the Property by any method 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, which specifically includes right of ways existing at the time of execution for this document serving home sites on the property, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the permission of Grantee.

17. Hazardous Waste

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

18. Ongoing Responsibilities of Grantor and Grantee

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

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

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

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

19. Extinguishment of Development Rights

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

20. Enforcement

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

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

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

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

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

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

21. Transfer of Easement

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

22. Transfer of Property

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

23. Amendment of Easement

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

24. Extinguishment

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

25. Proceeds

The donation of this Easement gives rise to a property right, immediately vested in Grantee which, for purposes of calculating proceeds from a sale or other disposition of the Property as contemplated under Paragraph 24 above, shall have a value equal to a percentage (the "Proportionate Share") of the value of the Property unencumbered by this Easement. The Proportionate Share shall be determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. The Proportionate Share shall remain constant.

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

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

26. Interpretation

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

27. Successors

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

28. Severability

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

29. Notices

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

To Grantor:

G. P. Monroe
10651 Two Notch Rd.
Elgin, SC 29045

To Grantee:

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

30. Grantor's Title Warranty

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

31. Subsequent Liens on Property

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

32. Subsequent Encumbrances

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

33. Other Applicable Laws and Regulations

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

34. Grantor’s Environmental Warranty

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

34. Perpetuation of Easement

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

35. Acceptance

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

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

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

Witness:

G.P. Monroe

Virginia Monroe

Accepted:

Witness:

Council Richland County

By _____

Acknowledgments

County of Richland
State of South Carolina,

Personally appeared before me _____ on this _____ day of _____, 2007, 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 _____,
2007, 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)

Richland County Council Request of Action

Subject: Procurement of planning consultant(s) for the update of the Imagine Richland 2020 Comprehensive Plan.

A. Purpose

Council is requested to approve all of the following firms as pre-qualified vendors (in no particular order) for planning consulting services related to the update of the Imagine Richland 2020 Comprehensive Plan: Kimley Horn & Associates; URS; Jordan Jones & Goulding; and Fuss & O'Neill.

B. Background / Discussion

As part of the ongoing update of the Imagine Richland 2020 Comprehensive Plan, due by May, 2009, Planning and Development Services initiated a Request for Qualifications (RC-029-Q-0607). This RFQ solicited planning consultants willing and able to prepare one or more elements of the Comprehensive Plan, in one or more of the Planning Commission's five planning areas, and/or perform specific planning tasks in support of comprehensive land use planning. Kimley Horn & Associates, URS, Jordan Jones & Goulding, and Fuss & O'Neill are the four firms which submitted successful responses to the RFQ. If approved by County Council, these four firms will be eligible to receive and respond to subsequent Requests for Proposals to perform particular planning services.

The Central Midlands Council of Governments is already assisting Richland County with population projections, as well as transportation demand modeling. The Transportation Study Commission and their consultant, PB, are preparing the equivalent of the transportation element of the Comprehensive Plan. The Consolidated Plan recently written for the Community Development Department in fulfillment of its federal funding obligations can serve as the basis for the housing element of the Comprehensive Plan.

C. Financial Impact

There is no direct financial impact to Richland County government associated with this request since it only establishes a list of pre-qualified vendors for planning consulting services. Subsequent Requests for Proposals issued to these vendors to perform particular planning services will be based on the fiscal year 2007/2008 Professional Services budget approved by County Council for Planning and Development Services.

D. Alternatives

1. Approve Kimley Horn & Associates, URS, Jordan Jones & Goulding, and Fuss & O'Neill as pre-qualified vendors (in no particular order) for planning consulting services related to the update of the Imagine Richland 2020 Comprehensive Plan.
2. Disapprove Kimley Horn & Associates, URS, Jordan Jones & Goulding, and Fuss & O'Neill as pre-qualified vendors for planning consulting services related to the update of

the Imagine Richland 2020 Comprehensive Plan. Continue to rely on existing resources to complete the mandatory update, including Planning and Development Services, the Central Midlands Council of Governments, and the Transportation Study Commission and their consultant, PB.

3. Consider an intergovernmental agreement with one or more municipalities to jointly fund and prepare one or more elements of the respective Comprehensive Plans.

E. Recommendation

It is recommended that County Council approve Kimley Horn & Associates, URS, Jordan Jones & Goulding, and Fuss & O’Neill as pre-qualified vendors (in no particular order) for planning consulting services related to the update of the Imagine Richland 2020 Comprehensive Plan.

Recommended by: Michael P. Criss, AICP **Dept.:** Planning & Development **Date:** 7/3/07

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 7/16/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Rodolfo Callwood

Date: 7/16/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Amelia Linder

Date: 7/16/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: All alternatives are legally sufficient; therefore, this request is at the discretion of County Council.

Administration

Reviewed by: Tony McDonald

Date: 7/16/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Richland County Council Request of Action

Subject: Water and Sewer Agreement for the Elders Pond Station

A. Purpose

The purpose of this report is to obtain Council approval for the Administrator to sign and process the “Declaration of Covenant” for annexation of the Elders Pond EMS/Fire Station. This must be executed before the City of Columbia will connect the water and/or sewer.

B. Background / Discussion

The Emergency Services Department will be constructing an EMS / Fire station on Elders Pond Road. The property was purchased last year and the plans are being completed now. The construction project will be bid out very soon. An application for water and sewer service for the station was completed and sent to the City of Columbia for processing. The City will not provide the water and/or sewer service until the “Declaration of Covenant” for annexation is signed and properly executed.

C. Financial Impact

There is no financial impact for this item. Construction funding for the station was included in the 2006-2007 budget.

D. Alternatives

1. Approve the item and, upon review by the County Attorney, authorize the administrator to sign and process the “Declaration of Covenant” agreement so that planning and construction of the station can proceed.
2. Do not approve the agreement.

E. Recommendation

It is recommended that Council authorize the Administrator to sign and process the “Declaration of Covenant” agreement, upon review of the agreement by the County Attorney.

Submitted by: Michael A. Byrd **Department:** Emergency Services **Date:** July 10, 2007

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 7/16/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Amelia Linder

Date: 7/16/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval based upon the review of the County Attorney.

Administration

Reviewed by: Tony McDonald

Date: 7/20/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval contingent upon review and approval of covenant documents by the County Attorney.

Richland County Council Request of Action

Subject: Approve & Award Landfill Construction Contract To Successful Bidder for Richland County C&D Landfill Phase IV (Cell 1) Project

A. Purpose

County Council is requested to approve and award the landfill construction contract to the successful bidder for the Richland County C&D Landfill Phase IV (Cell 1) Project.

B. Background / Discussion

The Richland County landfill is the only active Construction & Demolition (C&D) landfill in Richland County. There is a life expectancy of approximately 4 to 6 months remaining in the current active cell. A permit has been issued to develop an additional cell with a life expectancy of 12 years and adequate space exists for one additional cell within the current property boundaries which has a life expectancy of approximately 8 years. It's imperative that landfill construction starts by the beginning of August 2007 in order to continue C&D disposal services for Richland County.

The bidding process will be completed by July 18, 2007 in which a successful bidder will be identified and information on same provided prior to the Richland County Council's Development and Services Committee meeting on July 24, 2007.

C. Financial Impact

Financial impact to the C&D Landfill Budget would be determined after completion of the Richland County bidding process in an amount not to exceed the approved capital project budget of \$1,466,305.

D. Alternatives

1. Approve the awarding of a contract for landfill construction to the successful bidder.
2. Do not approve the awarding of a contract for landfill construction to the successful bidder.

E. Recommendation

It is recommended that Council authorize award of the landfill construction contract to the successful bidder for the Richland County C&D Landfill Phase IV (Cell 1) Project in an amount not exceed the approved capital project budget of \$1,466,305

Recommended by: Teresa C. Smith, P.E. **Department:** Public Works **Date:** 07/09/07

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 7/16/07

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Approval would require the rollover of fy07 budget funds.

Procurement

Reviewed by: Rodolfo Callwood

Date: 7/16/07

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Amelia Linder

Date: 7/17/07

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald

Date: 7/17/07

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This is a planned expansion of the County's C&D landfill, with funds budgeted for this purpose. Recommend approval.

Richland County Council Request of Action

Subject: Petition to close Road/portion of Old Bluff Rd.

A. Purpose

County Council is requested to consider a petition filed with the circuit court to close a portion of Old Bluff Road, which is currently a State maintained road located in Richland County.

B. Background / Discussion

Petitioner filed with the circuit court to close a portion of Old Bluff Road, which is a State maintained road located within unincorporated Richland County. According to the petition, this road is currently a narrow dirt and gravel path to used to access a cellular tower. Any future access to such tower shall be provided by the Petitioner. Also according to the petition, the subject portion of the roadway abuts Petitioner's property and is not used by any abutting property owners for access to their properties. Petitioner requests that the court abandon or close the roadway and vest title with the Petitioner. A map of the road is attached for your convenience.

The Legal Department now needs Council's guidance in answering this lawsuit.

C. Financial Impact

There is no known financial impact associated with this request.

D. Alternatives

1. Approve petitioner's request to close the subject road and direct Legal to answer the suit accordingly.
2. Deny petitioner's request to close the road, state reasons for such denial, and direct Legal to answer the suit accordingly.

E. Recommendation

This request is left to Council's discretion.

Recommended by: Elizabeth A. McLean

Department: Legal **Date:** July 10, 2007

F. Reviews

Public Works

Reviewed by: Teresa Smith

Recommend Council approval

Date: July 17, 2007

Recommend Council denial

Comments regarding recommendation: The County Engineer has previously reviewed this issue, with this property owner, and as long as the cell tower owner is okay, then we have no problem with this and the Cell tower owner would be a named party in the suit to close the road.

Planning

Reviewed by: Donny Phipps

Date: July 16, 2007

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The closing of Old Bluff Road would affect the map amendment (07-30 MA) "The Retreat Columbia" this would facilitate their multi-family design for this site. The map amendment has received second reading by Council.

Emergency Services

Reviewed by: Michael Byrd

Date: July 17, 2007

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Finance

Reviewed by: Daniel Driggers

Date: 7/18/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Based on no financial impact.

Legal

Reviewed by: Amelia Linder

Date: 7/18/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Both alternatives are legally sufficient; therefore, this request is at the discretion of County Council.

Administration

Reviewed by: Tony McDonald

Date: 7/18/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Exhibit Prepared of:

Old Bluff Road - Unopened

for:

RETREAT COLUMBIA, LLC

By:

Survey & Mapping Services of SC, Inc.
(803)796-8214

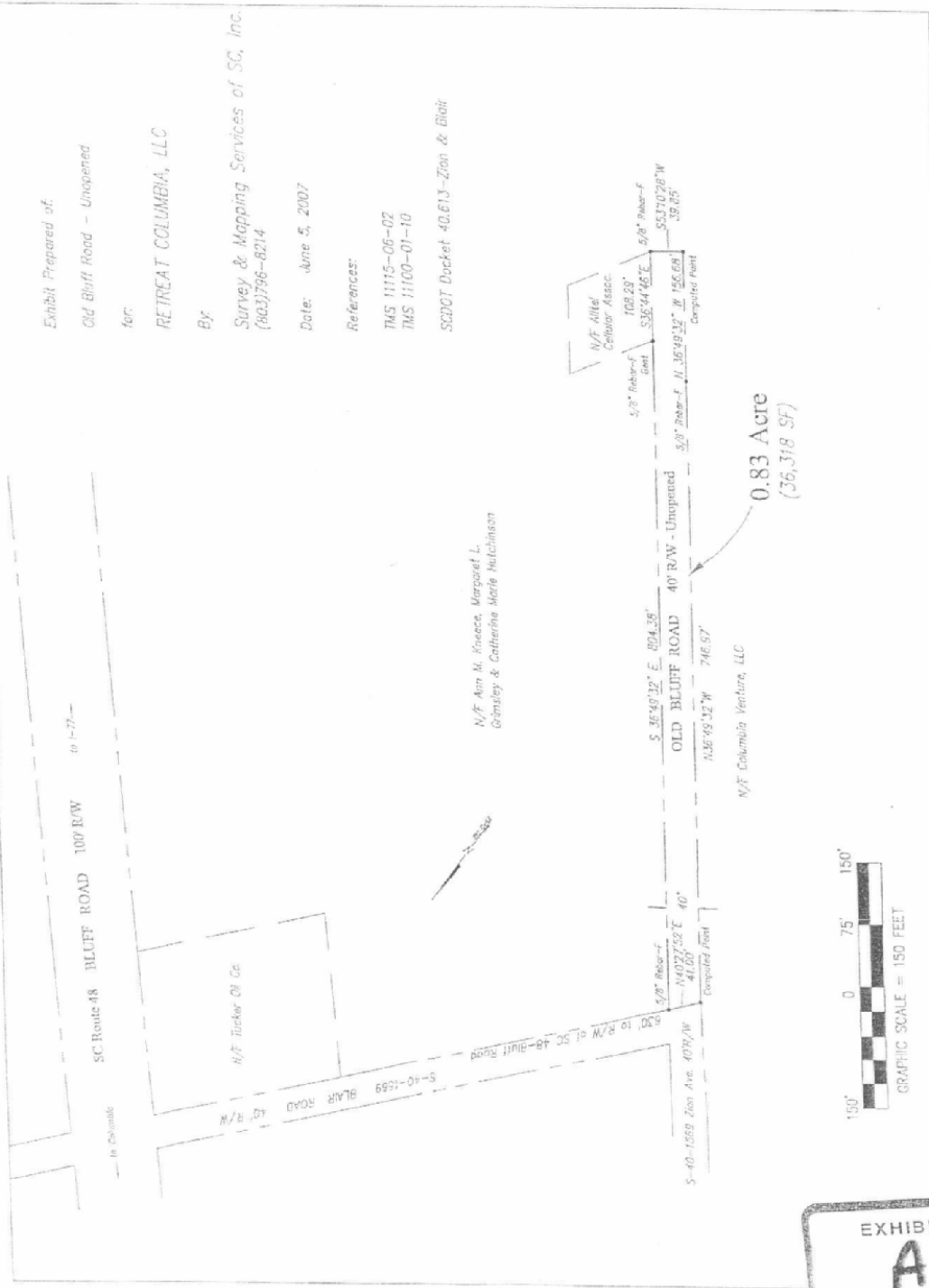
Date: June 5, 2007

References:

TMS 11115-06-02
TMS 11100-01-10

SCDOT Docket 40.61J-Zion & Bluff

N/F Ann M. Kneesa, Margaret L.
Ginsley & Catherine Marie Hutchinson



0.83 Acre
(36,318 SF)

EXHIBIT
A

OLD BLUFF ROAD



Richland County Council Request of Action

Subject: Purchase of an Articulated Dump Truck

A. Purpose

County Council is requested to approve a purchase in the amount of \$259,475.00, for a new 21 cubic yard articulated dump truck for use at the County C&D Landfill from Caterpillar, Inc, who was chosen as the most responsive and responsible vendor.

B. Background / Discussion

This unit will be a replacement for a twelve year old Caterpillar D250E currently being used at the Landfill. Because of the severe duty performed by this equipment in landfill usage, the American Public Works Association guidelines recommend an expected life cycle of seven years. Also, since this unit is older, many repairs are outside the bounds of the County’s fleet maintenance agreement, and are borne directly by the department through their “non-contract” equipment budget, resulting in repair costs of more than \$13,000.00 in the past two years. Additionally, the department must contend with excessive downtime, which seriously impacts their ability to efficiently conduct landfill operations, reducing productivity. Finally, because there are only two of these units, it also increases usage and wear on the other truck at the site, increasing the maintenance needs on that equipment. The new unit will offer greater fuel efficiency and meet the latest U.S. EPA emissions standards, significantly decreasing nitrous oxide and particulate emissions from the landfill equipment. This purchase will be a major improvement over the current equipment, minimizing downtime and repair costs while enhancing the ability of the Landfill to perform this function in a safe, efficient and effective way.

C. Financial Impact

The financial impact to the County will be the purchase cost, available in the budget of the Solid Waste Division of the Department of Public Works. A bid process conducted by the Procurement Department has resulted in Caterpillar, Inc, having been chosen as the most responsive and responsible vendor.

The budget account is 3056.5314. The cost of the unit:

Caterpillar 730 Articulated Dump Truck	\$303,000.00
Trade-In Credit on old unit	-\$ 70,000.00
Mechanical Tailgate Option	\$ 9,500.00
SC Sales Tax (7%)	\$ 16,975.00
Total Price	\$259,475.00

D. Alternatives

There are two alternatives available:

1. Approve a purchase in the amount of \$259,475.00, for a new 21 cubic yard articulated dump truck for use at the County C&D Landfill from Caterpillar, Inc, who was chosen as the most responsive and responsible vendor. This will increase the equipment reliability while reducing repair costs and downtime, thus improving the efficiency and productivity of the Landfill personnel. It will also offer a significant environmental improvement as a result of dramatic reductions in emissions achieved by meeting the new EPA diesel engine exhaust standards.
2. Do not approve the request to purchase the replacement articulated dump truck. This will require the Landfill personnel to continue to work with the old equipment kept beyond the recommended life cycle, resulting in increased maintenance and repair costs and significant downtime which negatively impacts Landfill operations. It will also continue to expose the employees to the environmental health and safety risks associated with this older type of equipment.

E. Recommendation

It is recommended that County Council approve the request for the purchase of a replacement articulated dump truck for the Solid Waste Division of the Department of Public Works.

Recommended by: Teresa C. Smith, P.E. **Department:** Public Works **Date:** 07/12/07

F. Reviews

Finance

Reviewed by: Daniel Driggers Date: 7/16/07
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: Funds approved in FY 08 budget

Procurement

Reviewed by: Rodolfo Callwood Date: 7/16/07
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

Legal

Reviewed by: Amelia Linder Date: 7/17/07
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald Date: 7/17/07
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

**STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)**

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

**A RESOLUTION IN SUPPORT OF FORMING A JOINT PLANNING COMMISSION
WITH THE CITY OF COLUMBIA**

WHEREAS, the South Carolina General Assembly adopted the “South Carolina Local Government Comprehensive Planning and Enabling Act of 1994” (1994 Act No. 355), which became effective on May 3, 1994; and

WHEREAS, the “South Carolina Local Government Comprehensive Planning and Enabling Act of 1994” required all local planning programs to be in conformity its provisions by May 3, 1999; and

WHEREAS, the “South Carolina Local Government Comprehensive Planning and Enabling Act of 1994” was codified in Title 6, Chapter 29 of the South Carolina Code of Laws, 1976, as amended; and

WHEREAS, Section 6-29-320 authorized the City of Columbia to create a municipal planning commission and authorized Richland County to create a county planning commission, as well as authorized the creation of joint city-county planning commissions; and

WHEREAS, both the City of Columbia and Richland County have established their respective planning commissions; and

WHEREAS, the City of Columbia is located within Richland County, and together they form an overlapping metropolitan area with common interests and concerns; and

WHEREAS, Richland County and the City of Columbia have experienced enormous growth since the enactment of the “South Carolina Local Government Comprehensive Planning and Enabling Act of 1994”; and

WHEREAS, due to geographical, political, educational, and governmental concerns, the land development and planning of the City of Columbia and Richland County are particularly interdependent; and

WHEREAS, a joint city-county planning commission would help ensure the harmonious future growth of Richland County and the City of Columbia, to the benefit of all residents county-wide;

NOW, THEREFORE, BE IT RESOLVED that the Richland County Council does hereby declare its support in creating a joint city-county planning commission with the City of Columbia and does hereby strongly encourage the City to do likewise, as there is a mutual benefit in working together on planning issues.

BE IT FURTHER RESOLVED that the Richland County Council is willing to appoint members to a task force to work with the City of Columbia in drafting an agreement for the exercise of powers and duties as provided in Section 6-29-330 for a joint city-county planning commission, and for the appointment of members to a joint city-county planning commission.

BE IT FURTHER RESOLVED that upon adoption, a copy of this Resolution shall be given to both the Mayor of Columbia and to the Chairperson of Columbia City Council.

ADOPTED this ____ day of _____, 2007, by the Richland County Council.

Joseph McEachern, Chair
Richland County Council

ATTEST this ____ day of _____, 2007

Michielle R. Cannon-Finch
Clerk of Council

Overgrown Lots
Verbatim Minutes
July 10, 2007

Mr. McEachern: Overgrown lots...I asked someone recently and they was... I know Mr. Livingston brought this up awhile back

Ms. Scott: Buddy Meetze and I brought it up 50 years ago.

Mr. McEachern: That's true and...

Ms. Dickerson: I did too since I've been here.

Mr. McEachern: And the problems were having is that now...you guys know the situation. We went around in circles on this. There's two issues. One, I'm understanding now...this is for legal, because of the fact of...if a property owner has been cited by the Sheriff's Office for overgrown lot...because of that citation now we'd be able to use inmate labor on those lots. Research that for us. We just need to find that out. That was something shared with me. The other thing too is that we have no way of cutting these lots at this time. That's a simple fact.

At the very least, we need to find some type of avenue of getting these lots. First, it was kind of okay keep handling it, but now it's getting an epidemic proportion in our communities with these overgrown lots. I don't know if we can do them by putting out an RFQ, RFP or something...trying to see what we can do to contract these lawn care services or something. That was one of the issues someone mentioned to me when I started asking around. They were saying that they used to could not use inmates on private property, but...if they were cited by a Code Enforcement Officer that cleared the way for inmates to be used on those lots. But the main though, we need a proposal of cutting these lots and bring it back to committee because we must move on them. I mean because it's just real bad. The conflict with code enforcement, the communities are really getting...backing up the Ombudsman's Office on these and these folks begin to call kind of repetitiously on the same lot.

Mr. McDonald: Mr. McEachern, if I could...you're exactly right and there is a proposal that is coming to committee this month...in July...which is coming from the Public Works Department in conjunction with the Sheriff's Department...looking at both the enforcement side from the Sheriff's Department and Code Enforcement to how we handle lots once a property owner has been cited and the property owner does not take action to clear the lot. You're exactly correct, Mr. McEachern, we're looking...or the proposal will include a method of bidding out or having on retainer, if you will, these various landscaping companies that can come in and clear the lots and then we would pay them on contract. Now I'm not aware, and I haven't heard, of the situation where there may be inmates allowed on these properties. Of course, it is private property and so the inmates have not traditionally been allowed on the properties because they are private. Certainly, if that is an option that would make a world of difference in dealing

with them and if we're able to do that could be a great resolution. But, again there is something coming, if I'm not mistaken, to the committee this month.

Disposition of Sheriff Vehicles

Verbatim Minutes

July 10, 2007

Mr. Jackson: I would like to make a motion that the vehicle sales from the Sheriff's Department be offered to other departments in the County before going on the auction block. For instance, the Sheriff's cars they can have...they have to operate at a high speed and when they get to like 90,000 miles get rid of them, but County offices can use those same cars safely at the lower speed. They don't have to drive 150 miles an hour. What's happening is that a lot of County offices are being shut out and these cars have been auctioned off very cheaply and if the departments had an option to get these cars first it would save us a lot of money. So, I just like to...in a motion that the vehicles be offered to County first before they're auctioned off for sale.

Mr. Livingston: With that have the County Attorney check out the legality of that too because I remember some issue...there's an issue with that...I don't know.

Mr. Smith: Let me make sure I understand the motion. Are you saying that you want those vehicles to be offered to...who first?

Mr. Jackson: The County offices or the County departments first.

Ms. Scott: County departments.

Mr. Smith: So essentially County employees.

Mr. Montgomery: No, no, not employees. He's talking about the County departments to be used by the County Administration.

Mr. Jackson: The County departments.

Mr. Smith: Okay, I got you. Now I understand. Okay...before they're offered to the public.