



# RICHLAND COUNTY COUNCIL

## DEVELOPMENT AND SERVICES COMMITTEE

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

**SEPTEMBER 22, 2009  
5:00 PM**

**County Council Chambers  
2020 Hampton Street**

### CALL TO ORDER

### APPROVAL OF MINUTES

1. July 28, 2009 Meeting [Pages 4-5]

### ADOPTION OF AGENDA

### ITEMS FOR ACTION

2. SC Building Code Modification [Pages 7-18]
3. Street Name Signs Ordinance Amendment [Pages 20-23]

4. Quit Claim: Arlene Drive [Pages 25-27]
5. Quit Claim: Hastings Alley [Pages 29-31]
6. Deed of Water and Sewer Lines (Bookert Heights, Ridgewood, BRRWWTP) [Pages 33-63]
7. Transfer of Ownership of Smallwood Village Pond [Pages 65-66]
8. Conservation Easement: Neal [Pages 68-82]
9. Wetlands Mitigation Banking [Pages 84-90]
10. Neighborhood Matching Grant Awards [Pages 92-93]

#### **ITEMS FOR DISCUSSION / INFORMATION**

11. Richland County Neighborhood Council Report [Pages 95-101]
12. Planning Commission Composition [Pages 103-107]
13. Implementation of the Renaissance Plan (Decker Boulevard) [Pages 109-114]

#### **ADJOURNMENT**



# Richland County Council Request of Action

**Subject**

July 28, 2009 Meeting [Pages 4-5]

**Reviews**

**Richland County Council  
Development and Services Committee  
July 28, 2009  
9:00 AM**



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

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**Members Present:**

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

Absebt: Jim Manning

**Others Present:** Paul Livingston, Michielle Cannon-Finch, Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Larry Smith, Pam Davis, Amelia Linder, Stephany Snowden, Jennifer Dowden, Tamara King, Valeria Jackson, Srinivas, Valavala, Erica Hink, Julie Wilkie, Carl Gosline, Bill Peters, John Hixson, Monique Walters, Michelle Onley

**CALL TO ORDER**

The meeting was called to order at approximately 9:03 a.m.

**APPROVAL OF MINUTES**

**June 23, 2009 (Regular Session)** – Mr. Malinowski moved, seconded by Mr. Jeter, to approve the minutes as distributed. The vote in favor was unanimous.

**ADOPTION OF AGENDA**

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

**ITEMS FOR ACTION**

**Request to endorse the FY2009-2010 Community Development Annual Action Plan and program budgets for CDBG and HOME** – Mr. Jeter moved, seconded by Mr. Malinowski, to

forward this item to the Special Called meeting with a recommendation for approval. The vote in favor was unanimous.

**Request to award a contract to Armstrong Contractors, in the amount of \$163,198.00 for the Lake Elizabeth Crane Creek IIA—Providence Plantation Capital Improvement Project**

– Mr. Malinowski moved, seconded by Mr. Jeter, to forward this item to the Special Called meeting with a recommendation for approval. The vote in favor was unanimous.

**A Resolution to enter into a collaborative partnership with Palmetto Health for the implementation of the 2009 Palmetto Heath Women at Heart and Exhibition**

– Mr. Jeter moved, seconded by Mr. Malinowski, to forward this item to the Special Called meeting with a recommendation for approval and to include sources when statistical information is cited. The vote in favor was unanimous.

**A Resolution to endorse and support a “Complete Streets” policy to provide safe and convenient access for all users of arterial streets**

– Mr. Jeter moved, seconded by Mr. Malinowski, to forward this item to the September 1<sup>st</sup> Council meeting with a recommendation for approval. A discussion took place.

The vote in favor was unanimous.

**Request to approve the acceptance of “Adopt an Interchange” funding from SCDOT in the amount of \$157,000 and to authorize the county to proceed with the Fort Jackson Gateway Beautification Project at Exit 12 of I-77 (Forest Drive)**

– A discussion took place.

Mr. Malinowski moved, seconded by Mr. Jeter, to forward this item to the Special Called meeting with a recommendation for approval and to further appropriate \$40,000 from the FY10 Hospitality Tax Funds with \$33,000 being allocated for the actual project and \$7,000 being allocated for maintenance. The vote in favor was unanimous.

**An Ordinance amending the Richland County Code of Ordinances; Chapter 18, Offenses, so as to clarify requirements pertaining to the smoking of tobacco products in the unincorporated area of Richland County**

– Mr. Jeter moved, seconded by Mr. Malinowski, to forward this item to the Special Called meeting without a recommendation. The vote in favor was unanimous.

## ADJOURNMENT

The meeting adjourned at approximately 9:21 a.m.

Submitted by,

Norman Jackson, Chair

The minutes were transcribed by Michelle M. Onley

# Richland County Council Request of Action

**Subject**

SC Building Code Modification [Pages 7-18]

**Reviews**

## Richland County Council Request of Action

**Subject:** South Carolina Building Code Modification

### **A. Purpose**

To request permission from Richland County Council to present a local building code modification to the South Carolina Building Codes Council to allow for the use of the 2008 USGS Seismic Map.

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

In order for this request to be considered by the Building Codes Council the request must be “previously approved by the governing body of the local jurisdiction making the request before it may be considered by the Council”.

The S.C. Building Codes Council has extended the implementation of the 2006 International Residential (IRC) code regarding seismic requirements until December 2, 2009 to allow local jurisdictions affected to submit this request. Therefore action is required to meet the December 2<sup>nd</sup> deadline if at all possible.

This building code modification will allow for the use of the latest USGS map, which will be incorporated in the 2012 International Residential Code and will allow for consistent building code requirements through out the entire County. Without this code modification portions of Richland County would be required to meet requirements of a 2002 USGS map which is more restrictive than the 2008 map.

The data supporting this modification can be provided, if needed, written by Timothy W. Mays, Ph.D., P.E., Associate Professor at The Citadel. Dr. Mays concluded that: “South Carolina should design residential structures based on spectral accelerations from the 2008 USGS national seismic hazard maps since these maps provide the current best estimate of seismic hazard (expected value) within South Carolina and reflect the current knowledge of lower seismicity in South Carolina.” The 2008 USGS map will place Richland County in seismic zone “C” and not split as the 2002 map currently does.

This request would be for residential one & two family dwellings as the requirements for commercial construction already allows engineers to use the 2008 USGS maps.

### **C. Financial Impact**

Cost of construction to residential property would require additional cost if not approved.

### **D. Alternatives**

1. To approve the request which will result in residential property using the same USGS maps as allowed for commercial construction.

2. To deny the request would require half of Richland County to use seismic zone “C” above I-20 and the lower half of Richland County below I-20 to use zone “Do” and the 2002 USGS maps.
3. The Building Official could use the alternate means and methods allowed by code which would be on a case by case basis by the contractor as plans and construction request are submitted.

**E. Recommendation**

It is recommended that County Council approve.

Recommended by: Donny Phipps, CBO      Department: Building Codes & Inspections  
 Date: 09/10/2009

**F. Approvals**

**Finance**

Reviewed by: Daniel Driggers

Date: 9/11/09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Larry Smith

Date: 9-15-09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Administration**

Reviewed by: Sparty Hammett

Date: 9/15/09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

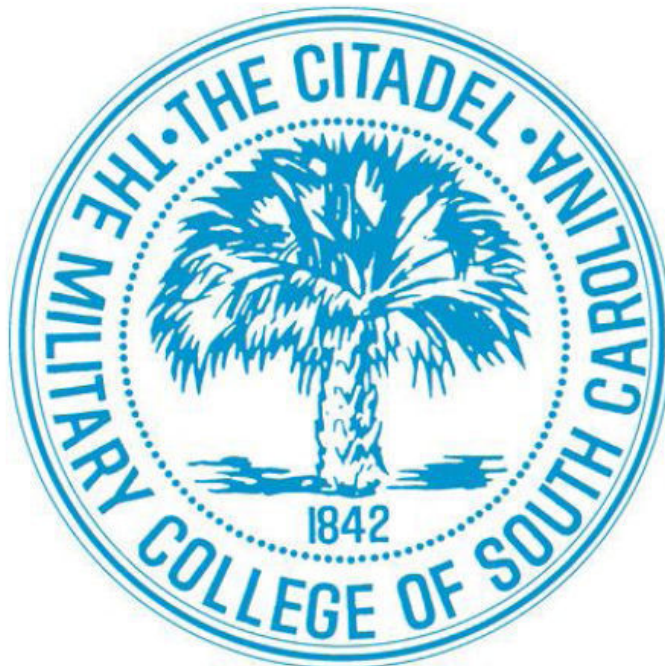


**Assessment of the Wind and Seismic Provisions in  
the 2006 International Residential Code – Final  
Report of Findings and Recommendations  
(A Summary of Work Complete at The Citadel)**

*Prepared by*  
*Timothy W. Mays, Ph.D., P.E.*  
*Associate Professor*  
*The Citadel*  
*Department of Civil & Environmental Engineering*  
*171 Moultrie Street*  
*Charleston, SC 29409*

*Prepared for*  
*The South Carolina General Assembly*  
*and*  
*The South Carolina Department of Labor, Licensing and Regulation (LLR)*

*April 25, 2009*



**Assessment of the Wind and Seismic Provisions in the 2006 International Residential Code – Final Report of Findings and Recommendations**  
(A Summary of Work Complete at The Citadel)

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**Appendix A - Summary of 2006 IRC Seismic Provisions**

**Appendix B - Expected Value, Sensitivity, and Uncertainty Analysis of the USGS National Seismic Hazard Maps for South Carolina**

**Appendix C - FEMA Response to the South Carolina Assessment of the Seismic Provisions in the 2006 IRC (A letter to The Citadel)**

## I. Introduction

This report summarizes research complete at The Citadel as of April 25, 2009. All tasks identified as the responsibility of The Citadel are complete. The focus of research at The Citadel has been the seismic provisions in the *2006 International Residential Code (2006 IRC)*. Specifically, The Citadel has performed research as required to summarize and evaluate the seismic provisions of the 2006 IRC and to evaluate seismic ground motion maps found in the 2006 IRC. A summary of findings is provided in subsequent sections of this report and in Appendix A and Appendix B. Appendix C contains a response letter from FEMA to The Citadel. Recommended changes to the seismic provisions of the 2006 IRC are presented in the conclusion section of this report. It is expected that the proposed changes will yield a significant cost savings for residential structures, even when compared with the 2003 IRC. The conclusion to this report also recommends future research that can possibly help reduce the cost of residential construction in SC. A separate report on wind research and other issues is being prepared by faculty at Clemson University.

## II. Scope of Work

The scope of work for The Citadel as approved by the South Carolina Department of Labor, Licensing and Regulation (LLR) is as follows:

"A literature review will be conducted focusing on the seismic provisions contained in the 2006 IRC. To the extent possible, this review will identify the motivation and rationale for such provisions. Additionally, where applicable, the underlying research for these provisions will be located. One must recognize that such information may not be readily identified and obtained due to the process of code committees. However, a summary of findings will be provided."

and

"In cooperation with Chris Cramer, Ph.D. (Research Associate Professor with the Center for Earthquake Research and Information at the University of Memphis) who developed the South Carolina USGS maps used in the

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2006 IRC, we will examine the impact of the following primary factors on Seismic Design Category Maps in South Carolina:

- earthquake magnitude
- recurrence rate
- source region
- attenuation

The purpose of this study is to determine if spectral acceleration values currently used for South Carolina are based on an appropriate assessment of risk and uncertainty. Results from recent research studies that are South Carolina specific shall be used to vary the aforementioned primary factors."

Both of these tasks are complete with results for each item summarized in the following two sections, respectively.

### **III. Evaluation of Seismic Provisions in the 2006 IRC**

A thorough review of the seismic provisions contained in the 2006 IRC has been completed. To the extent possible, this review has identified the rationale for the seismic provisions contained in the code. Additionally, where applicable, the underlying references for these provisions have been tagged. In many cases, however, such information was not readily identified or obtained due to the process of developing a prescriptive code. Appendix A of this report presents all seismic provisions contained in the 2006 IRC, individually by section number, with a brief commentary regarding the provision's rationale and a listing of the applicable Seismic Design Category (SDC) for each provision. The rest of this section summarizes the major findings of this review.

Two major resources referenced as part of this task include the *Code and Commentary to the 2006 IRC* and FEMA 232: *Homebuilders' Guide to Earthquake-Resistant Design and Construction*, which is based on the 2003 IRC. Recognizing that the 2006 IRC's stated purpose is to provide "... minimum requirements to safeguard the public safety, health, and general welfare, through affordability, structural strength, ...", a delicate balance of seismic design and affordability is already present in the 2006 IRC. Hence, unlike FEMA 232, The Citadel study does not present any "Above-Code" recommendations. Likewise, recommended reductions to residential provisions are not presented as part of this study unless fully backed by research and established certainty that life safety is not jeopardized.

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It is important to recognize the difference between the prescriptive structural/seismic design provisions in the 2006 IRC and traditional residential structural/seismic design in accordance with the 2006 IBC. The 2006 IRC is a prescriptive code meaning that so long as the residential structure is designed in accordance with all applicable provisions contained in the code, it can be assumed that a seismic load path is provided and that this load path can safely transfer inertia loads from the point of application at elevated levels within the structure through the foundation system and into the surrounding soil. Section R301.1 specifically states this assumption. As a result, many of the provisions in the 2006 IRC may be very conservative for certain structures, optimal for other structures, and possibly even unconservative in some cases. For example, prescriptive design of residential structures in accordance with the 2006 IRC has increasingly stringent seismic provisions for lateral bracing. Since the exact interior wall layout on each floor is structure specific, the 2006 IRC requires a highly redundant lateral force resisting system and diaphragm system to ensure that seismic forces have a safe load path to the ground. For low seismicity areas such as SDCs A and B, exterior braced walls should suffice. For the highest SDCs such as D<sub>0</sub>, D<sub>1</sub>, and D<sub>2</sub>, the 2006 IRC requires interior braced wall lines with interior continuous footings in most cases. Engineered design does not assume, but guarantees a load path via analysis and performance requirements stated in the governing building code such as the 2006 IBC. Thus, in theory, a residential structure engineered to resist seismic loads from the 2006 IBC should be more economical than the same structure built to the provisions of the 2006 IRC. To expand on the previous example, a design professional may be able to show that interior shear walls are not required for a structure even if the 2006 IRC requires them.

For reasons discussed above, prescriptive design must remain generally conservative. Hence, the thorough review of seismic provisions of the 2006 IRC performed at The Citadel has led to the conclusion that none of the prescriptive detailing provisions are overly stringent for the seismic loads considered by this code.

#### **IV. Evaluation of Seismic Ground Motion Maps in the 2006 IRC**

This task was a collaborative effort between The Citadel and The University of Memphis. The Center for Earthquake Research and Information (CERI) at the University of Memphis has completed a seismic-hazard sensitivity and uncertainty analysis of the U.S. Geological Survey (USGS) 2008 national seismic hazard map for South Carolina (see Appendix B). Their study generated statewide maps and tabulations at selected South Carolina cities for sensitivity results, uncertainty analysis, and USGS seismic hazard model comparisons. South Carolina cities listed in the tabulations include Aiken, Charleston, Clemson, Columbia, Hilton Head, and Myrtle Beach. Analyses and comparisons are provided for peak ground acceleration, 0.2 s, and 1.0 s spectral accelerations.

Dr. Chris H. Cramer, Research Associate Professor at The University of Memphis, conducted the sensitivity and uncertainty analysis of the South Carolina portion of the USGS 2008 national seismic hazard model under a subcontract with The Citadel. Dr. Cramer is an acknowledged expert in seismic hazard analysis for the central and eastern US (CEUS), particularly in uncertainty analysis of seismic hazard, and has worked with the USGS 1996, 2002, and 2008 national seismic hazard models and computer codes for the CEUS. Key components of the CERI study included:

(1) a sensitivity analyses of the choice of Charleston characteristic magnitude (M6.8, M7.1, M7.3, M7.5) and source area (narrow and broad zones) within the USGS 2008 seismic hazard model affecting South Carolina, and

(2) an uncertainty analyses of characteristic magnitude, source area, and recurrence interval for the USGS Charleston source model and the ground motion attenuation relations used in the USGS seismic hazard model affecting South Carolina.

Additionally, as part of this project, a comparison of changes within South Carolina in the USGS national seismic hazard model among the 1996, 2002, and 2008 seismic hazard models were included. Analyses and comparisons were for ground motions with a 2% probability of being exceeded in 50 years.

The results of the study show that the USGS national seismic hazard maps for 1996, 2002, and 2008 show a *decreasing* trend in expected ground motion due to an improved knowledge of ground motion attenuation with distance. Specifically, the 2008 maps show a 10-20% decrease in seismic hazard over the 2002 maps in South Carolina due to the addition of newer attenuation studies. The 2008 USGS national seismic hazard maps provide the current best estimate of seismic hazard (expected value) within South Carolina.

The sensitivity portion of this study examined the sensitivity of seismic hazard to variations in the input parameters for the Charleston characteristic magnitude and source zone. Alternative source zones (2008 broad and 2002 narrow zones) and moment magnitudes (6.8, 7.1, 7.3, and 7.5) were examined individually. The narrower source zone concentrates seismic hazard more on the South Carolina coastal plain than the broader source zone. Also, increasing characteristic magnitude increases seismic hazard in South Carolina.

The uncertainty portion of this study examined the impact of known uncertainty in input parameters on seismic hazard in South Carolina. The current knowledge uncertainty in our understanding of ground motion attenuation and Charleston characteristic earthquake locations, magnitudes, and recurrence intervals was used. Attenuation uncertainty affects seismic hazard estimates throughout South Carolina, while the uncertainty in Charleston characteristic earthquake parameters affects seismic hazard much more in the coastal plain than further inland. The source and amount of variability depends on location within South Carolina. The coefficient

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of variation (standard deviation divided by the mean) generally ranges from 0.3 to 0.6 (0.7 for 1.0 s  $S_a$ ) within South Carolina. Although the variability is high in the vicinity of Charleston, the seismic hazard remains very high over this range of variability.

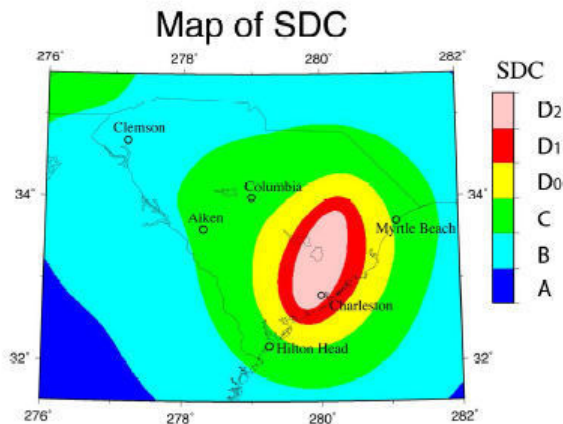
The sensitivity and uncertainty results from the study strongly suggest that the largest potential future savings in seismic design is directly related to more accurately determining the magnitude of the Charleston characteristic earthquake (i.e., the 1886 earthquake). Promising research by Kochkin and Mays (2003) suggests that the 1886 Charleston earthquake magnitude may have been smaller than that assumed in the USGS computer models. However, the sample size (two buildings) used in the study was not large enough to impact the results of the study presented in this report.

In conclusion, South Carolina should design residential structures based on spectral accelerations from the 2008 USGS national seismic hazard maps since these maps provide the current best estimate of seismic hazard (expected value) within South Carolina and reflect the current knowledge of lower seismicity in South Carolina.

## V. Conclusions and Recommendations

The recommendations made in an earlier draft version of this report have been modified to reflect responses to comments made by FEMA and other stakeholders that attended two meetings (March 31, 2009 and April 16, 2009) in Columbia, SC. Based on the findings of this research project, the following recommendations are made:

1. Replace Figure R301.2(2) in the 2006 IRC (SC only) with the following figure:



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Item# 2

Attachment number 1  
Page 9 of 12

**Rationale for Change:** The map shown above is based solely on the 2008 USGS seismic hazard maps that will be incorporated into the 2012 IBC and the 2012 IRC. The map was developed using the procedure outlined in the 2006 IRC. According to Chris Cramer (see Appendix B), the 2008 USGS seismic hazard maps represent "the current best estimate of seismic hazard (expected value) within South Carolina." The 2006 IRC and the 2009 IRC are based on the 2002 USGS seismic hazard maps that do not represent the current best estimate of seismic hazard within South Carolina. This recommendation is also in accordance with FEMA's statement that "... in our opinion, a suitable compromise would be to allow use of the proposed IRC map until the 2012 edition of the IRC is published with new IRC maps using the new lower values, and then have the State adopt that and future editions of the IRC without amendment." It should be noted that Recommendation #1 in no way lessens the intent of the seismic provisions of the 2006 IRC.

**Expected Impact for South Carolina:** The proposed map is expected to have very beneficial impact on the residential construction industry in South Carolina. In contrast to maps appearing in the 2006 IRC and 2009 IRC, this map is based on the current best estimate of seismic hazard (to be included in the 2012 IRC) which is significantly lower across the entire state of SC. As a result, about 25% of the state will be in SDC B, major cities outside of Charleston will be reduced to SDC C, and SDC E will no longer exist in SC (by reference to IBC 2006 provisions and in accordance with an allowance already made in the 2006 IRC). The cost impact on South Carolina residential structures will vary across the state. In areas indicated as SDC B and SDC C, cost savings will be very significant since seismic design provisions of 2006 IRC will not apply to one- and two-family dwellings as indicated in the code (townhomes in SDC C must still meet some of the provisions). Inland areas will see the most cost savings since many structures near the coast will still be designed to resist high wind pressures. In all cases, cost savings associated with masonry and concrete construction will be significant in these lower SDCs where prescriptive detailing applies. In addition, design flexibility and design options for residential designers will be greatly expanded since irregularity provisions of the 2006 IRC will no longer apply. For structures in SDCs D<sub>0</sub>, D<sub>1</sub>, and D<sub>2</sub>, the cost savings will be primarily for structures not designed by a design professional since prescriptively designed structures will likely have redundant design features required by the prescriptive code that change as the sublevels of SDC D are reduced.

2. Permit SC LLR to develop long term (SDC by zip code) and short term (map approximating SDC contours for individual counties) practical enforcement tools to apply Recommendation #1. This recommendation is in lieu of the recommended table in the Citadel Draft Report and is based on feedback from stakeholders.

**Rationale for Change:** Currently, in compliance with Section 6-9-105(C) of the South Carolina Code of Laws, the Building Codes Council (part of SC LLR) has defined the physical boundaries (streets, highways, streams, rivers and lakes) associated with Figure R301.2(2) in the 2006 IRC,

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for the State of South Carolina. If Recommendation #1 above is accepted, the Building Codes Council would need to redraw this map to reflect the new contours shown. This process is time consuming and unjustified given the results of the uncertainty study presented in this report (see Appendix B). It is recommended that SC enforce Recommendation #1 above by zip codes. If developing SDCs by zip code takes too long to achieve, LLR should consider a short term solution of drawings county maps as accurately as possible, while allowing local jurisdictions to determine on what side of a contour a given structure is located.

**Expected Impact for South Carolina:** It is expected that this change will expedite the adoption of the 2006 IRC with these proposed modifications and save the Building Codes Council the time required to create and distribute these very detailed maps.

3. Consider future funding of research that includes expanding the 2003 NAHB/Citadel research study.

**Rationale for Additional Research:** Research performed in 2003 at the Citadel as part of a larger NAHB project suggests that there is sufficient evidence from buildings surviving the 1886 Charleston earthquake to show that the magnitude of the 1886 earthquake may have been significantly smaller than that currently assumed in all USGS models (including the 2008 version recommended in this report). However, the 2003 study was based on too small a sample size (2 buildings) and could not be used to additionally lower seismicity levels as part of this report. Besides, recommendations from any future research would need to go through the national review process used to develop the USGS maps so that the USGS could use more accurate magnitude estimates than those currently used for the Charleston source. Thus, the biggest future savings in residential construction costs involving seismic design may be to expand the previous project to consider an additional 10 or so buildings so that the magnitude of the 1886 earthquake could be more accurately determined.

**Expected Impact for South Carolina:** More accurate determination of the magnitude of the 1886 earthquake will possibly further reduce seismic design provisions in SC.

4. Expand the results of this research project to include commercial construction and state facilities (schools in particular) by allowing design professionals to use seismic spectral accelerations from the 2008 USGS seismic hazard maps. This recommendation and IBC 2006 in general should not be included as part of the subject bill, but should be considered for state facilities on a project by project basis. A position statement from FEMA should be requested. This recommendation includes modifications based on feedback from stakeholders.

**Rationale for Additional Application:** The results of this research project are valid for both commercial and residential construction. Although the savings for residential construction

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discussed in the study are significant, these savings are only a fraction of those that can be realized for commercial construction.

***Expected Impact for South Carolina:*** Applying seismic spectral accelerations from the 2008 USGS seismic hazard maps to commercial construction as identified above will help South Carolina by (i) significantly decreasing commercial construction costs, (ii) significantly increasing construction options, and (iii) bringing more businesses to SC since the 2006 IBC seismicity levels make the lowcountry an expensive option when considering business locations. State building projects will be specifically impacted and school retrofitting will become a more feasible alternative. Currently, SC is overdesigning new schools to seismicity levels of the 2006 IBC. The money saved by using seismic spectral accelerations from the 2008 USGS seismic hazard maps may provide sufficient funds to retrofit older schools in poorer communities.

# Richland County Council Request of Action

## **Subject**

Street Name Signs Ordinance Amendment [Pages 20-23]

## **Reviews**

## Richland County Council Request of Action

Subject: Amending Section 21-10 (a) regarding street name signs.

### A. Purpose

To amend Section 21-10 (a) of Chapter 21 (Roads, Highways and Bridges) so as to be in conformance with the Federal Highway Administration's *Manual on Uniform Traffic Control Devices 2003 Edition with Revisions 1 and 2 incorporated*, and to require land developers to conform to the federal regulations.

### B. Background/Discussion

The *Manual on Uniform Traffic Control Devices*, or MUTCD defines the standards used by road managers nationwide to install and maintain traffic control devices on all streets and highways. The MUTCD is published by the Federal Highway Administration (FHWA) under 23 Code of Federal Regulations (CFR), Part 655, Subpart F. The *MUTCD 2003 Edition with Revisions 1 and 2 incorporated* is the most current edition and is the official FHWA publication. These regulations affect the reflectivity and size of signs and mandates that the condition and reflectivity will be managed by local governing bodies. A management program must be in effect by January 2012, traffic control signs must be in conformance by January 2015, and street name signs must be in conformance by January 2018. Per the County's Land Development Regulations (Chapter 26 of the Richland County Code of Ordinances), it is the responsibility of land developers to install all signs within a new development.

### C. Financial Impact

By requiring developers to conform to the *MUTCD 2003 Edition with Revisions 1 and 2 incorporated* now, it will avoid the cost of updating and replacing signs later in order to meet the federal deadlines.

### D. Alternatives

1. To approve the amendment to Section 21-10 (a) (attached) of the Richland Council Code of Ordinances, which will result in signs more easily observed by motorists, thereby improving traffic safety.
2. To deny the amendment to Section 21-10 (a) (attached) of the Richland Council Code of Ordinances will result in continued use of signs not in conformance with the MUTCD, which could leave the County in a liable position relative to traffic accidents on public roads.

### E. Recommendation

It is recommended that County Council amend Section 21-10 (a) to be in conformance with the *MUTCD 2003 Edition with Revisions 1 and 2 incorporated*, published by the Federal Highway Administration.

Recommended by: David Hoops

Department: Public Works

Date: 8/12/09

Item# 3

Attachment number 1  
Page 1 of 4

## F. Approvals

### Finance

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

Date: 9/09/09  
 Recommend Council denial

### Legal

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

Date: 9-9-09  
 Recommend Council denial

### Administration

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

Date: 9/09/09  
 Recommend Council denial

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SECTION 21-10, STREET NAME SIGNS; SUBSECTION (A); SO AS TO CONFORM TO THE FEDERAL HIGHWAY ADMINISTRATION'S *MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES 2003 EDITION WITH REVISIONS 1 AND 2 INCORPORATED*.

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

SECTION I. The Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Article I, In General; Section 21-10, Street Name Signs; Subsection (a); is hereby amended to read as follows:

(a) Any sign within a new development shall be installed by the developer at his/her own expense. ~~The department of public works shall erect and maintain street name signs on all public streets within the jurisdiction and authority of the county.~~ Signs will be metal aluminum blanks on metal posts fabricated and mounted in a standard design established by the ~~director of public works~~ County Engineer. They will have white reflective lettering a minimum of ~~four (4)~~ six (6) inches high in height on a reflective background. Signs located on multi-lane roads with a speed limit of 40 mph or greater shall have lettering a minimum of eight (8) inches in height. A green background will denote a public road and a blue background will denote a private road. Street name signs shall conform to the Federal Highway Administration's Manual on Uniform Traffic Control Devices 2003 Edition with Revisions 1 and 2 incorporated. The department of public works shall maintain street name signs on all public streets within the jurisdiction and authority of the county.

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

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

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

RICHLAND COUNTY COUNCIL

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

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

OF \_\_\_\_\_, 2009.

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***Michielle R. Cannon-Finch***

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

## **Subject**

Quit Claim: Arlene Drive [Pages 25-27]

## **Reviews**



## Richland County Council Request of Action

**Subject:** Quit Claim / Arlene Drive

**A. Purpose**

The purpose of this report is to request County Council's consideration of a quit-claim deed by which Richland County releases its interest in part of the right of way for an abandoned section of Arlene Drive to Mr. Edward G. Cline and Ms. Josefa M. Cline. The balance of the roadway will be granted to the property owner across the road.

**B. Background/ Discussion**

Arlene Drive was taken into the SCDOT system in 1965. This stub out of a street was not taken, nor was it ever paved. The adjacent property owner has lived there since 1978 and has maintained the property since. This is also the side of his house from which he accesses his carport. Correspondence on file indicates that there has been no objection to this transfer, however, no one ever followed through with the transfer.

**C. Financial Impact**

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

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

The privately owned lots immediately adjacent to the right of way in question is on the tax roll at an average of \$43520 per acre. Consequently, the 5000 square feet or 0.1148 acre represents a value of \$4996, rounded to \$5000.

**D. Alternatives**

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

**E. Recommendation:**

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

Recommended By: David Hoops Department: Public Works Date: 9-9-09

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers

Date: 9/09/09

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: No recommendation

**Legal**

Reviewed by: Larry Smith

Date: 9-9-09

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion: Will require an ordinance

**Administration**

Reviewed by: Sparty Hammett

Date: 9/09/09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of quit claim. Council discretion regarding payment.

Richland County Internet Mapping Service - Microsoft Internet Explorer

# Richland County Internet Mapping Service

Total: 498.49 FEET

Segment: 519.96 FEET

Click to Locate

Click to Locate

Locate Address:

Locate Parcel:

**Layers**

- Property
- Address Number
- Buildings
- R11
- Parcel Number
- Parcels
- Zoning
- Subdivision
- Transportation
- Imagery
- 2009 Color
- 2007 Color
- 2007 NIR
- 2004 Color
- 2004 NIR
- 2000 Color
- 2000 BW
- 1996 BW 2ft
- 1959 BW
- 1939 BW
- Elevation
- Recent Sheriff Data
- Emergency Response
- Education

**Refresh**

Measure

help

# Richland County Council Request of Action

## **Subject**

Quit Claim: Hastings Alley [Pages 29-31]

## **Reviews**

## Richland County Council Request of Action

**Subject:** Quit Claim: Hastings Alley to Edward H. Pitts, Jr. & EHP Development, LLC

### **A. Purpose**

County Council is requested to approve an ordinance quit claiming back to the grantor those properties deeded to Richland County for the paving of Hastings Alley.

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

Hastings Alley is a 20' wide dirt street which runs between Olympia Avenue and Hamrick Street in the Olympia section of Richland County. This street was scheduled to be paved as part of the South Paving Contract. The grantor granted to Richland County the necessary right of way for the paving of this street. This granting consisted of seven different parcels, both in the name of Edward H. Pitts, Jr. and his development company, EHP Development, LLC. Some parcels have been combined, therefore there are now only five parcels to be quit claimed

There were three other properties of which the right of way could not be obtained.

After a four year delay, with none of the roads in the South Paving Contract having been paved, the grantor is requesting the right of way deeded to the county be returned to him.

Please see attached map.

### **C. Financial Impact**

There will no additional financial impact to Richland County. Richland County will continue to maintain Hastings Alley as a dirt road.

### **D. Alternatives**

The only alternative to quit claiming these rights of ways back to the grantor is that Richland County keep the right of way in case the other right of ways could be obtained in the future.

### **E. Recommendation**

It is recommended that County Council approve this quit claim deed and return these rights of ways back to the grantor.

Recommended by: David Hoops Department: Public Works Date: 8-13-09

**F. Reviews**

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

**Finance**

Reviewed by: Daniel Driggers

Date: 9/09/09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Larry Smith

Date: 9-9-09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion. Will need an ordinance.

**Administration**

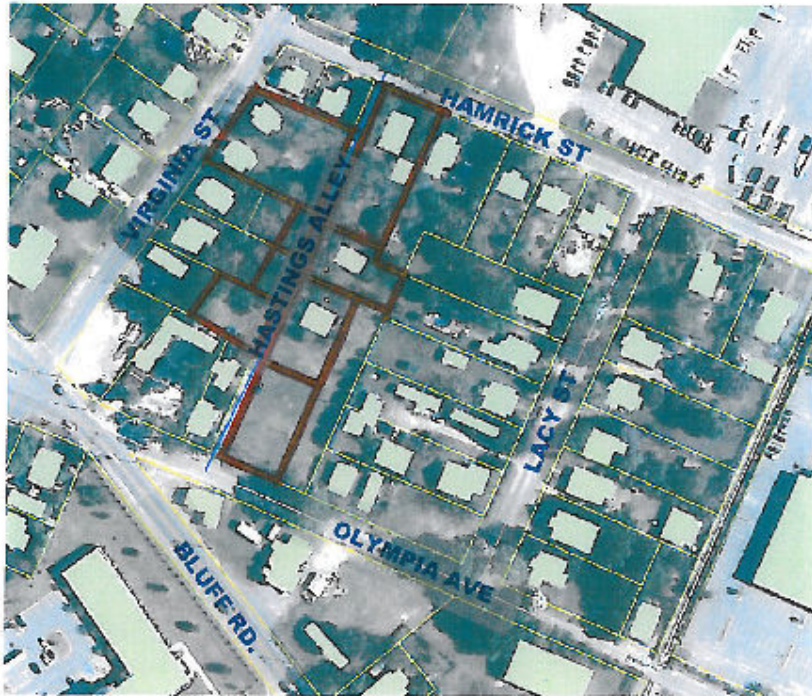
Reviewed by: Sparty Hammett

Date: 9-9-09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:



# Richland County Council Request of Action

**Subject**

Deed of Water and Sewer Lines (Bookert Heights, Ridgewood, BRRWWTP) [Pages 33-63]

**Reviews**



## Richland County Council Request of Action

Subject: Deed of Water and/or Sewer Lines for: Booker Heights Community  
Ridgewood Community  
Broad River WWTP

### A. Purpose

County Council is requested to approve the deeds from Richland County to the City of Columbia for the sanitary sewer lines constructed as part of the Booker Heights Sanitary Sewer Project, the Ridgewood Water and Sewer Project and the Broad River WWTP Water Line Project.

### B. Background/Discussion

Richland County has constructed sanitary sewer lines to serve a portion of the Booker Heights and Ridgewood communities. In addition, Richland County has constructed water lines in a portion of the Ridgewood Community and at the Broad River WWTP. These water and sewer lines were connected to existing water and sewer systems owned and operated by the City of Columbia. The City has agreed to operate and maintain the new water and sewer lines once they are placed into operation.

A requirement of the City is that all water and sewer lines must be deeded to them if they are to accept operation and maintenance responsibilities. This requirement is consistent with those imposed on similar projects in the past. The attached deeds have been prepared to transfer these utility lines from the County to the City.

### C. Financial Impact

There is no financial impact on the County for approving this action. The City of Columbia will bear all cost associated with operation and maintenance. They will also receive all revenue from user fees.

### D. Alternatives

1. Approve the deeds as prepared.
  
2. Disapprove the sewer line transfer.

### E. Recommendation

It is recommended that County Council approve the deeds for the water and/or sanitary sewer lines in the Booker Heights and Ridgewood Communities and at the Broad River WWTP, as prepared.

Recommended by: Andy H. Metts Department: Utilities Date 9/08/09

## F. Reviews

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

### Finance

Reviewed by: Daniel Driggers

Date: 9/10/09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Community Development

Reviewed by: Valeria Jackson

Date: 9/10/09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

\* Please Note: As of today's date, there are outstanding payments to the City of Columbia for the Ridgewood and Booker Heights Sewer and Water Projects.

### Legal

Reviewed by: Larry Smith

Date: 9-14-09

Recommend Council approval

✓ Recommend Council denial

Comments regarding recommendation: Recommendation of denial is based upon provisions in the deed the make the County liable to the City for any damage to the lines in the future, even after they have been deeded to and accepted by the City.

### Administration

Reviewed by: Sparty Hammett

Date: 9/14/09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

# COLUMBIA

A Capital Place To Be



July 2, 2009

RECEIVED

JUL 02 2009

Richland County Utilities

Bob Dennis  
Richland County Dept of Utilities  
7525 Broad River Road  
Irmo, SC 29063

Subject: **Sewer Deed for Execution**  
Booker Heights  
Heyward Brockington Road  
Columbia, S.C.

Dear Mr. Dennis:

Enclosed you will find the sewer deed for the above referenced project. Please have the documents executed in the presence of an Attorney. Please have the Attorney sign the Attorney's certification that is attached. If you should need any further assistance, please feel free to email me at [tesalvant@columbiasc.net](mailto:tesalvant@columbiasc.net) or phone me at 545-3296.

Sincerely,

Tori Salvant  
Assistant Project Coordinator  
City of Columbia Engineering Department

---

City of Columbia / Utilities and Engineering  
1136 Washington Street • PO Box 147 • Columbia, SC 29217 • (803) 545-3400

**ATTORNEY CERTIFICATION**

I, \_\_\_\_\_, an attorney licensed to practice in the  
State of \_\_\_\_\_ do hereby certify that I supervised the  
execution of the attached Deed to Sanitary Sewer Lines for Booker Heights Community  
with Richland County as Grantor and the City of Columbia, as Grantee, this \_\_\_\_\_  
day of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
State Bar Number: \_\_\_\_\_

STATE OF SOUTH CAROLINA) DEED TO SANITARY SEWER LINES FOR  
BOOKER HEIGHTS COMMUNITY; RICHLAND  
RICHLAND COUNTY ) COUNTY TMS#09503-01-08, 09504-03-04, 05,  
06, 07, 11, 12, 16, 18, 19, 20, 31, 32, 09504-04-  
01, 02, 03, 04, 09508-03-01, 06, 07, 08, 09508-  
02-01, 09605-01-02, 05, 07, 08, 09, 12, 13, 14,  
15, 16, 09605-02-01, 07, 08, 09, 10, 11, 12,  
09600-01-38, 09600-01-53 & 67; CF#295-19


RICHLAND COUNTY  
to  
CITY OF COLUMBIA

FOR VALUE RECEIVED, Richland County (also hereinafter referred to as "Grantor") of Columbia, South Carolina, does hereby bargain, sell, transfer and convey unto the City of Columbia (also hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's rights, title and interests in and to the below described sanitary sewer lines, sanitary sewer force mains and sanitary sewer lift station:

All those 8" certain sanitary sewer lines and 4" sanitary sewer force mains, including manholes, manhole castings, service lines from main line to cleanouts, service lines to easement boundaries, sanitary sewer lift station (including wet well, control panels, and all equipment appurtenances, site improvements) and all components to complete the system.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and shown on City File #295-19 which is incorporated herein by specific reference thereto.

Sanitary Sewer Line A: An 8" sanitary sewer main beginning at a tie to an existing City of Columbia sanitary sewer main (CF#64-73) at an existing sanitary sewer manhole, located on the southeastern property line of TMS#09503-01-08, n/f Temple Zion Baptist Church, approximately twenty-five (25) feet northeast of the northwestern property corner of TMS#09507-01-16, n/f LaCroix Construction Company; thence extending therefrom in a northwesterly direction along said TMS#09503-01-08, for a distance of two hundred seventy-one (271) feet to manhole A1, located on said TMS#09503-01-08, approximately two hundred sixty-five (265) feet northwest of the northwestern property corner of said TMS#09507-01-16; thence turning and extending therefrom in a northeasterly direction crossing said TMS#09508-01-08 and Blue Ridge Terrace, for a distance of seven hundred nine (709) feet to manhole A3, located in the outer perimeter of the northeastern right-of-way of Blue Ridge Terrace, approximately six hundred seventeen (617) feet northeast of the northwestern property corner of TMS#09507-01-17, n/f Witherspoon; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the northeastern right-of-way of Blue Ridge Terrace and crossing Dakota Street, for a distance of one thousand two hundred thirty (1,230) feet to manhole A8, located in the outer perimeter of the northeastern right-of-way of Blue Ridge Terrace, approximately ten (10) feet northwest of the southernmost property corner of TMS#9504-04-01, n/f Duckworth; thence turning and extending therefrom in a northeasterly direction crossing TMS#09504-04-01, 02 (n/f Duckworth), 03 (n/f Moore & Gadson), 04 (n/f Shealy), 09508-03-06 (n/f Lewis), 07 (n/f Morris), 01 (n/f Morris), 09508-02-01 (n/f Robinson), 09605-02-07 (n/f Smith), 08 (n/f Dantzer & Davis), 09 (n/f Bookert), 10 (n/f Mitchell), 11 (n/f Livingston), 12 (n/f Glenn), and 01 (n/f Glenn), and crossing Porter Street, for a distance of one thousand six hundred eighty-three (1,683) feet to manhole A16, located in the outer perimeter of the southwestern right-of-way of Hattie Road, approximately ten (10) feet northwest of the eastern property corner of said TMS#09605-02-01; thence turning and

APPROVED BY  
CITY OF COLUMBIA  
LEGAL DEPT. 

extending therefrom in a northeasterly/more easterly direction crossing Hattie Road, for a distance of forty-two (42) feet to manhole A17, located in the outer perimeter of the northeastern right-of-way of Hattie Road, approximately nine (9) feet southwest of the western property corner of TMS#09605-01-09, n/f Wages; thence turning and extending therefrom in a generally northeasterly/more northerly direction crossing said TMS#09605-01-09, 08 (n/f Wages), 07 (n/f Wages), 12 (n/f Yeadon), 13 (n/f Pearson), 14 (n/f Pearson), 15 (n/f Hammond), 16 (n/f Way of Faith Tabernacle), 05 (n/f Outing), and 02 (n/f Washington), for a distance of nine hundred twenty-six (926) feet to manhole A24, located on said TMS#09605-01-02, approximately eighty-three (83) feet northeast of the eastern property corner of TMS#09605-01-16, n/f Way of Faith Tabernacle; thence terminating.

Sanitary Sewer Line B: An 8" sanitary sewer line beginning at manhole A7, located in the outer perimeter of the intersection of the northeastern right-of-way of Blue Ridge Terrace and the northwestern right-of-way of Dakota Street, approximately six (6) feet south of the southernmost property corner of TMS#09504-04-06, n/f Harris; thence turning and extending therefrom in a southwesterly direction crossing Blue Ridge Terrace and along the outer perimeter of the northwestern right-of-way of Dakota Street, for a distance of nine hundred fifty-nine (959) feet to manhole B2, located in the intersection of the outer perimeter of the northwestern right-of-way of Dakota Street and the northeastern right-of-way of Welland Street, approximately five (5) feet south of the southern property corner of TMS#09504-05-21, n/f Black; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the northeastern right-of-way of Welland Street, for a distance of four hundred (400) feet to manhole B3, located in the outer perimeter of the intersection of the northeastern right-of-way of Welland Street and the southeastern right-of-way of Heyward Brockington Road, approximately six (6) feet west of the westernmost property corner of TMS#09504-05-01, n/f Black; thence turning and extending therefrom in a northeasterly direction along the outer perimeter of the southeastern right-of-way of Heyward Brockington Road, for a distance of six hundred seventeen (617) feet to manhole B5, located in the outer perimeter of the southeastern right-of-way of Heyward Brockington Road, approximately six (6) feet north of the northernmost property corner of TMS#09504-05-06, n/f Cooper; thence terminating.

Sanitary Sewer Line C: An 8" sanitary sewer line beginning at a wet well located on TMS#09600-01-67, n/f City of Columbia, approximately thirty-two (32) feet northwest of the southeastern property corner of said TMS#09600-01-67; thence extending therefrom in a southeasterly direction crossing said TMS#09600-01-67 and along the outer perimeter of the southwestern right-of-way of Welland Street, for a distance of five hundred seventy (570) feet to manhole C3, located in the outer perimeter of the southwestern right-of-way of Welland Street, approximately six (6) feet northeast of the easternmost property corner of TMS#09504-01-07, n/f Waldo & Hargrave; thence terminating.

Sanitary Sewer Force Main: A 4" sanitary sewer force main beginning at the aforesaid wet well on TMS#09600-01-67, n/f City of Columbia, approximately thirty-two (32) feet northwest of the southeastern property corner of said TMS#09600-01-67; thence extending therefrom in a southeasterly direction crossing said TMS#09600-01-67, along the outer perimeter of the southwestern right-of-way of Welland Street, and crossing Heyward Brockington Road, for a distance of one thousand six hundred five (1,605) feet to manhole B4 and tie to the aforesaid 8" sanitary sewer line (Line B), located in the outer perimeter of the southeastern right-of-way of Heyward Brockington Road, approximately thirty-seven (37) feet northeast of the northern property corner of TMS#09504-05-02, n/f Grady & Carrie; thence terminating.

Sanitary Sewer Line D: An 8" sanitary sewer line beginning at manhole C2, located in the outer perimeter of the southwestern right-of-way of Welland Street, approximately eighteen (18) feet southeast of TMS#09504-01-05, n/f Meeks; thence extending therefrom in a northeasterly direction crossing Welland Street and along the outer perimeter of the northwestern right-of-way of Redridge Terrace, for a distance of one thousand three hundred sixty-seven (1,367) feet to manhole D6, located in the outer perimeter of the intersection of the northwestern right-of-way of Redridge Terrace and the southwestern right-of-way of Porter Road, approximately seven (7) feet southeast of the southeastern

property corner of TMS#09504-02-12, n/f Goodwill; thence turning and extending therefrom in a northwesterly direction along the outer perimeter of the southwestern right-of-way of Porter Road, for a distance of one hundred fifty-two (152) feet to manhole D7, located along the southeastern property boundary of TMS#09600-01-53, n/f Boyles, approximately five (5) feet northeast of the northeastern property corner of said TMS# 09504-02-12; thence terminating.

Sanitary Sewer Line E: An 8" sanitary sewer line beginning at manhole D2 located in the outer perimeter of the northwestern right-of-way of Red Ridge Terrace, approximately thirty-one (31) feet southwest of the southeastern property corner of TMS#09504-02-04, n/f Kelly; thence extending therefrom in a southeasterly direction crossing Red Ridge Terrace and along TMS#09504-03-04, n/f Roberts, for a distance of one hundred thirty-nine (139) feet to manhole E1, located on said TMS#09504-03-04; thence turning and extending therefrom in an easterly direction crossing said TMS#09504-03-04, 05 (n/f Bates), 06 (n/f Jacobs), and 07 (n/f Johnson), for a distance of two hundred sixty-four (264) feet to manhole E2, located on TMS#09504-03-20 (n/f Green), approximately twenty-five (25) feet northeast of the southern property corner of said TMS#09504-03-07; thence turning and extending therefrom in a northeasterly/more easterly direction crossing said TMS#09504-03-20, 19 (n/f Kershaw), and 18 (n/f We Rent Pretty Houses, LLC), for a distance of two hundred sixty-three (263) feet to manhole E3, located on TMS#09504-03-31 (n/f Brown), approximately fifteen (15) feet southwest of the northern property corner of said TMS#09504-03-31; thence turning and extending therefrom in an easterly direction crossing TMS#09504-03-32 (n/f Culbreth), and 16 (n/f Goodwin), for a distance of one hundred twenty-three (123) feet to manhole E4, located along the northeastern property boundary of said TMS#09504-03-16; thence turning and extending therefrom in a northeasterly/more easterly direction crossing TMS#09504-03-11 (n/f Johnson), for a distance of one hundred twenty (120) feet to manhole E5, located on TMS#09504-03-12 (n/f Geter), approximately nine (9) feet northwest of the eastern property corner of said TMS#09504-03-11; thence terminating.

Sanitary Sewer Line F: An 8" sanitary sewer beginning at manhole A23 located on said TMS#09605-01-02, approximately ten (10) feet southeast of the northeastern property corner of said TMS#09605-01-16; thence extending therefrom in a northeasterly direction along said TMS#09605-01-02, for a distance of seventy-six (76) feet to manhole F1, located on said TMS#09605-01-02, approximately three (3) feet southwest of the northwestern property corner of TMS#09605-04-01, n/f Gridine; thence terminating.

Be all measurements a little more or less.

The Grantor hereby agrees to be responsible for repairs of all damage to water lines, sewer lines, curb cocks, meter boxes, all fittings and fire hydrants hereby conveyed which arise out of the operation of any equipment or vehicles under control of the Grantor or any other party in connection with the initial installation of streets, paving, curbs and gutters, drainage, sewer, utility lines, final grading or improvements in development of property served by said lines, and the Grantor shall either effect necessary repairs or reimburse the City for the cost of repairs at the option of the City.

This conveyance also includes an exclusive easement on all sanitary sewer lines and appurtenances heretofore described for the purpose of ingress, egress, operation and maintenance of said sanitary sewer lines. Also granted herein is an easement across all private roadways and driveways, common areas, and parking areas for access, ingress and egress for operation, maintenance and repair of all sanitary sewer lines for this development. The Grantor hereby agrees that no construction (including, but not limited to, buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without prior approval of the City Engineer.

This conveyance also includes all sanitary sewer line easements shown on a set of record drawings prepared for Booker Heights Community Sanitary Sewer, near the City of Columbia, South Carolina, dated June 23, 2008, prepared for Richland County, by Jordan Jones & Goulding, William R. Westfall, S.C.P.E. #9259 and being on file in the office of the Department of Utilities and Engineering, City of Columbia, South Carolina under file reference #295-19.

These sanitary sewer lines are more clearly delineated on a set of record drawings prepared for Booker Heights Community Sanitary Sewer, near the City of Columbia, South Carolina, dated June 23, 2008, prepared for Richland County, by Jordan Jones & Goulding, William R. Westfall, S.C.P.E. #9259 and being on file in the office of the Department of Utilities and Engineering, City of Columbia, South Carolina under file reference #295-19.

PW

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TO HAVE AND TO HOLD the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns against the Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

And Grantor warrants that Grantor is the lawful owner of said property and has the right to convey same; and that the property is free and clear of any and all liens and encumbrances of whatsoever kind or nature, except those set forth hereinabove.

WITNESS the hand and seal of the Grantor by the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WITNESSES:

RICHLAND COUNTY

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

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF RICHLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_ of \_\_\_\_\_ on behalf of the within-named Grantor.  
(Name of Officer and Title) (City and State)

\_\_\_\_\_  
NOTARY PUBLIC FOR \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

**ATTORNEY CERTIFICATION**

I, \_\_\_\_\_, an attorney licensed to practice in the State of \_\_\_\_\_, do hereby certify that I supervised the execution of the attached Deed to Water Lines for Broad River Wastewater Treatment Plant, Phase 2 with Richland County as Grantor and the City of Columbia, as Grantee, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
State Bar or License Number: \_\_\_\_\_

STATE OF SOUTH CAROLINA ) DEED TO WATER LINES FOR BROAD RIVER  
WASTEWATER TREATMENT PLANT, PHASE  
2; RICHLAND COUNTY TMS# 05300-01-11  
RICHLAND COUNTY ) (PORTION); CF#266-05

**RICHLAND COUNTY**

to

**CITY OF COLUMBIA**

FOR VALUE RECEIVED, RICHLAND COUNTY (also hereinafter referred to as "Grantor") of Columbia, South Carolina does hereby bargain, sell, transfer and convey unto the CITY OF COLUMBIA (also hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's rights, title and interests in and to the below described water lines:

All those certain water lines, the same being 6" in diameter including valves, valve boxes, fire hydrants, meter boxes, service lines to easement boundaries, (including 6" DIP) lead lines to fire hydrants and all components to complete the system.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and shown on CF#266-05, which is incorporated herein by specific reference thereto.

A 6" water line beginning at a tapping sleeve and tie to an existing 6" City of Columbia water line (CF#266-05), located on the subject property, ninety-eight and eighty-eight hundredths (98.88) feet northwest of the northern corner of "Alkaline System Building"; thence extending therefrom in a northeasterly direction along the subject property, for a distance of six (6) feet to a 45° bend located on the subject property, ninety-seven and forty-six hundredths (97.46) feet northwest of the northern corner of said "Alkaline System Building"; thence turning and extending therefrom in a generally easterly direction along the subject property for a distance one hundred seventy-three (173) feet to a 45° bend, located on the subject property one hundred twelve and six tenths (112.6) feet northeast of the northern corner of said "Alkaline System Building"; thence turning and extending therefrom in a southeasterly direction along the subject property, for a distance of four hundred thirty-four (434) feet to a 45° bend, located on the subject property, one hundred seventy-six and twelve hundredths (176.12) feet east of the eastern corner of "SBR Basin"; thence turning and extending therefrom in a southeasterly direction along the subject property, for a distance of eighty-six (86) feet to a 45° bend located on the subject property, two hundred nine and twenty-eight hundredths (209.28) feet southeast of the eastern corner of "SBR Basin"; thence turning and extending therefrom in a southwesterly direction along the subject property, for a distance of sixty (60) feet to a 45° bend, located on the subject property, two hundred ten and thirty-nine hundredths (210.39) feet southeast of the eastern corner of "SBR Basin"; thence turning and extending therefrom in a southwesterly direction along the subject property, for a distance of forty-five (45) feet to a fire hydrant assembly, located on the subject property, one hundred ninety-nine and twenty-seven hundredths (199.27) feet southeast of southern corner of "SBR Basin"; thence terminating.

Be all measurements a little more or less.

The Grantor hereby agrees to be responsible for repairs of all damage to water lines, sewer lines, curb cocks, meter boxes, all fittings and fire hydrants hereby conveyed which arise out of the operation of any equipment or vehicles under control of the Grantor or any other party in connection with the initial installation of streets, paving, curbs and gutters, drainage, sewer, utility lines, final grading or improvements in development of

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CITY OF COLUMBIA  
LEGAL DEPT.

property served by said lines, and the Grantor shall either effect necessary repairs or reimburse the City for the cost of repairs at the option of the City.

This conveyance also includes an exclusive easement on all water lines and appurtenances heretofore described for the purpose of ingress, egress, operation and maintenance of said water lines. Also granted herein is a 10' exclusive water main easement from the main line to meter boxes for services off the water mains. Also granted herein is a non-exclusive easement for access, ingress and egress over all private roadways, common areas, and parking areas for operation, maintenance, and repair of all water lines for this development. The Grantor hereby agrees that no construction (including, but not limited to, buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without prior approval of the City Engineer.

This conveyance also includes all water line easements shown on a set of record drawings for Broad River Wastewater Treatment Plant, Phase 2, in Richland County, near the City of Columbia, South Carolina, dated January 30, 2009, last revised March 11, 2009, prepared for Richland County, by Power Engineering Company, Inc., Gerald Allen Lee, S.C.P.E. #21629 and being on file in the Office of the Department of Utilities and Engineering, City of Columbia, South Carolina under file reference #266-05.

These water lines are more clearly delineated on a set of record drawings for Broad River Wastewater Treatment Plant, Phase 2, in Richland County, near the City of Columbia, South Carolina, dated January 30, 2009, last revised March 11, 2009, prepared for Richland County, by Power Engineering Company, Inc., Gerald Allen Lee, S.C.P.E. #21629 and being on file in the Office of the Department of Utilities and Engineering, City of Columbia, South Carolina under file reference #266-05.

DD

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TO HAVE AND TO HOLD the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns against the Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

And Grantor warrants that Grantor is the lawful owner of said property and has the right to convey same; and that the property is free and clear of any and all liens and encumbrances of whatsoever kind or nature, except those set-forth hereinabove.

WITNESS the hand and seal of the Grantor by the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

WITNESSES:

**RICHLAND COUNTY**

\_\_\_\_\_  
(1<sup>st</sup> witness signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(2<sup>nd</sup> witness signature)

Title: \_\_\_\_\_  
(Print Title)

STATE OF SOUTH CAROLINA )

COUNTY OF RICHLAND )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_ of \_\_\_\_\_  
(Name of Officer and Title) (City and State)

on behalf of the within-named Grantor.

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA

MY COMMISSION EXPIRES \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **TIMOTHY L. REEVES, MAXINE REEVES SUMPTER, JACQUELINE BURKETT WOODS, ROBERT P. METZE AND GEORGE A. ASHFORD AS TRUSTEES OF THE REEVES FAMILY TRUST** ("Grantors"), in the State aforesaid, under threat of condemnation and for the consideration as set forth in the attached affidavit, made a part hereof by reference, in hand paid at and before the sealing of these presents, by the **COUNTY OF RICHLAND** ("Grantee"), in the State aforesaid, (the receipt of which is hereby acknowledged) has granted, bargained, sold, and released, and by these Presents does grant, bargain, sell and release unto:

**THE COUNTY OF RICHLAND**

All that certain piece, parcel or tract of land, containing 50 acres, situate, lying and being southwest of Shadywood Lane, near the City of Columbia, in the County of Richland, State of South Carolina and being more particularly shown and delineated as 50.00 ac. on a plat prepared for Richland County Utilities and Services by United Design Services, Inc. dated May 9, 2003 and recorded in the Office of the Register of Deeds in Record Book \_\_\_\_\_ at Page \_\_\_\_\_. The said plat is made a part hereof and reference thereto is craved for specific meters and bounds.

This being a portion of the same property heretofore conveyed to the Grantors by deed of Matthew Reeves, et. al. recorded February 27, 1998 in the ROD for Richland County in Book 00007 at Page 620.

RESERVING HOWEVER unto the grantors, their successors and assigns a 50 foot wide easement along or near the northwestern boundary of the hereinabove described 50 acre tract running from the northern most point of the intersection of Shadywood Lane and the northwest boundary of the said 50 acre tract and running therefrom in a southwesterly direction for a distance of 806 feet, more or less, to other property of the Grantors as shown on the aforesaid plat. This is an easement of necessity to the Grantors, their successors and assigns herein as the conveyance of the 50 acre tract described above results in the remaining property owned by the Grantors being landlocked.

GRANTEE'S ADDRESS: 2020 Hampton Street  
Columbia, SC 29201

This being a portion of TMS - 5300-01-10

This conveyance is made subject to easements and restrictions of record and otherwise affecting the property.

Book 00839-3687  
200308879 02/27/2003 4 34 29 18  
Fee: \$0.00 County Tax: \$0.00 State Tax: \$0.00  
Deed  
200308879 John G. Noels Richland County ROD

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said Premises before mentioned unto Grantee, Grantee's successors and assigns forever.

And Grantors do hereby bind themselves and their successors and assigns to warrant and forever defend all and singular the said Premises unto Grantee, Grantee's successors and assigns against Grantor and Grantor's successors and assigns.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 14 day of August 2003.

Signed, Sealed and Delivered in the Presence of:

Margaret P. Condit  
Dale Barry

Timothy L. Reeves as Trustee  
Maxine Reeves Sumpter as Trustee  
Jacqueline Burket Woods as Trustee  
Robert P. Metzger as Trustee  
George A. Ashford as Trustee

Richland County, SC

Richland Co, South Carolina

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Print Job: 132233

Page 4 of 5

Instrument: 200308678

Book/Page REE: 369

Date/Tim: 8/20/03 2:34:29 PM

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within-named Grantors sign, seal and, as their act and deed, deliver the within Title to Real Estate, and that he with the other witness whose signature appears above, witnessed the execution thereof.

SWORN to before me this  
14 day of August, 2003

*Paul Beard*  
Notary Public for South Carolina  
My Commission Expires: 9/29/09

*Maryes P. Andis*

Richland County 8000

Richland W. Andis

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SWORN to before me this  
14 day of Aug, 2003  
*Paul Beard*  
Notary Public for South Carolina  
My Commission Expires: 9/29/09



THE STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

TITLE TO REAL ESTATE  
For Subdivision Streets

**ORIGINAL**

SHADYWOOD LANE and RIVER BOTTOM ROAD

**PUBLIC WORKS**

KNOW ALL MEN BY THESE PRESENTS, That THE MUNGO COMPANY, INC. (The "Grantor") for and in consideration of the sum of One (\$1.00) Dollar to the Grantor paid by Richland County, South Carolina (The "Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release in fee simple absolute unto Richland County, South Carolina, its successors and assigns, all that certain real property comprising road rights-of-way, fifty feet in width, hereinafter described for the purpose of constructing, improving and/or maintaining streets or roads thereon:

**DESCRIPTION:**

**SEE EXHIBIT "A"**

**SPECIAL PROVISIONS:** The Grantor understands and acknowledges that said streets or roads were designed and constructed by the Grantor; that the streets or roads will tend to collect surface waters into artificial channels and cast same onto the lands adjoining said streets or roads in concentrated form; that the Grantee does not hold itself out to perform, nor does it have equipment and material or appropriations of money to adequately pipe and ditch the lands adjoining said streets or roads; and it is therefore agreed as one of the material considerations and inducements for acceptance of said streets or roads by the Grantee, that the Grantor does hereby assume all risks of loss, damage, destruction or claims, of every kind, present or future, suffered by the Grantor, his (her/their/its) heirs, assigns or successors in title resulting from the collection of surface water and casting of same onto said lands.

And the Grantor does hereby bind itself and its successors and assigns to save and hold harmless and release the Grantee, its successors and assigns, from all such losses, damages, destruction and claims hereinabove specified, and shall guarantee the herein described streets and roads and the accompanying drainage system for a period of one year from the date this Deed is recorded in the Richland County ROD and shall make any and all repairs as become necessary in the sole judgment of the Grantee or its representative.

The Grantee does hereby bind itself and its successors and assigns and agrees to maintain and repair said streets or roads in a reasonably good and workman like manner thereafter.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD in fee simple, absolute and singular, the said property and the rights hereinbefore granted, unto the Grantee, its successors and assigns forever.

And the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against it and its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS the hand and seal of the Grantor(s) this 14<sup>th</sup> day of August, 2007.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

GRANTOR

Vivian M. Beever  
1<sup>st</sup> witness

THE MUNGO COMPANY, INC.

Jean D. Dalton  
2<sup>nd</sup> witness

BY: [Signature]

As to Grantor

ITS: y.p.

Book 1352-1152  
2007078574 08/29/2007 11:20:28.130 Deed  
Fee: Exempt County Tax: \$0.00 State Tax: \$0.00



Richland County ROD

Richland County Auditor Paul Brannen 2007

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1<sup>st</sup> witness [Signature]  
 2<sup>nd</sup> witness [Signature]

As to Grantee

THE STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF RICHLAND )

GRANTEE  
 RICHLAND COUNTY  
 By [Signature]  
 County Administrator  
 Richland County Attorney's Office  
[Signature]  
 Approved As To LEGAL Form Only.  
 No Opinion Rendered As To Content.  
**PROBATE**  
 (Grantor)

PERSONALLY appeared before me the undersigned witness, who, being duly sworn, says that (s)he saw the within-name Grantor by its officer(s) or partner(s) as its act and deed, sign, seal and deliver the within Deed; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this 14<sup>th</sup>  
 day of August, 2007.

[Signature]  
 (1st Witness)

[Signature] (Seal)  
 Notary Public for South Carolina  
 MCE Sept 29, 2013

THE STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF RICHLAND )

**PROBATE**  
 (Grantee)

PERSONALLY appeared before me the undersigned witness, who being duly sworn says that (s)he saw the County Administrator of Richland County, its duly authorized officer, sign, seal, and as their act and deed of the County of Richland deliver the within written Instrument for the uses and purposes therein mentioned and that (s)he with the other above named witness witnessed the execution thereof.

SWORN to before me this 23<sup>rd</sup>  
 day of August 2007  
[Signature] (Seal)  
 Notary Public for South Carolina  
 MCE 02/21/2012

[Signature]  
 (1st Witness)

Richland County ROD

Richland County Auditor Paul Brainerd 2007

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## EXHIBIT "A"

All those certain pieces, parcel or road right of way, with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as KOUN BUTTOM ROAD (now known as SHADY WOOD LANE) and RIVER BOTTOM ROAD on a plat of HOLLINGSHEED RIDGE prepared by Belter & Associates, Inc. dated July 20 1996, last revised August 15, 1996 and recorded in the Office of the R.M.C. for Richland County in Plat Book 56, at Page 5460; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less

Subject to easements and restrictions of record and those which an inspection of the property would disclose.

This is a portion of the property conveyed to the Grantor by Deed from Bearing Distributors, Inc. to THE MUNGO COMPANY, INC. dated October 4, 1995, and recorded October 5, 1995 in the Office of the RMC for Richland County in Deed Book D1282, at page 668.

TMS 05306-06-01

Richland County ROD

Richland County Auditor Paul Brasher 2007

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LAW OFFICES  
**ROBERT C. CLAWSON**  
441 Western Lane  
Irmo, South Carolina  
29063

August 14, 2007

Telephone:  
(803) 749-5890

Please Reply To:  
P.O. Box 477  
Irmo, S.C. 29063

Richland County  
(Hand Delivered)

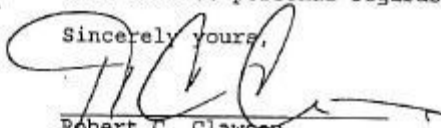
RE: Deed to Roads  
SHADYWOOD LANE and RIVER BOTTOM ROAD

Dear Sir or Madam:

I certify that with reference to the above I have made an examination of the pertinent public records duly indexed and filed in the Office of the Clerk of Court, R.M.C., and Treasurer for Richland County, South Carolina, which affect title to the property referenced above, which is more fully described on the attached EXHIBIT "A", up to and including August 1, 2007 at 9:00 a.m., and based upon such examination (expressly excluding matters not shown by record herein listed) it is my opinion that THE MUNGO COMPANY, INC. has a reasonably safe, marketable, fee simple record title thereto, subject only to easements and restrictions of record, and rights of the public in the public rights of way, which do not make title unmarketable for its purposes as a road right of way.

With kindest personal regards, I remain

Sincerely yours,



Robert C. Clawson  
RCC:shb

#1 of 2  
RCC

Richland County ROC

Richland County Auditor Paul Brimley 2007

## EXHIBIT "A"

All those certain pieces, parcel or road right of way, with the improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as KOON BOTTOM ROAD (now known as SHADY WOOD LANE) and RIVER BOTTOM ROAD on a plat of HOLLINGSHEED RIDGE prepared by Beiter & Associates, Inc. dated July 20 1996, last revised August 15, 1996 and recorded in the Office of the R.M.C. for Richland County in Plat Book 56, at Page 5460; reference being made to the said plat which is incorporated herein by reference for a more complete and accurate description; all measurements being a little more or less

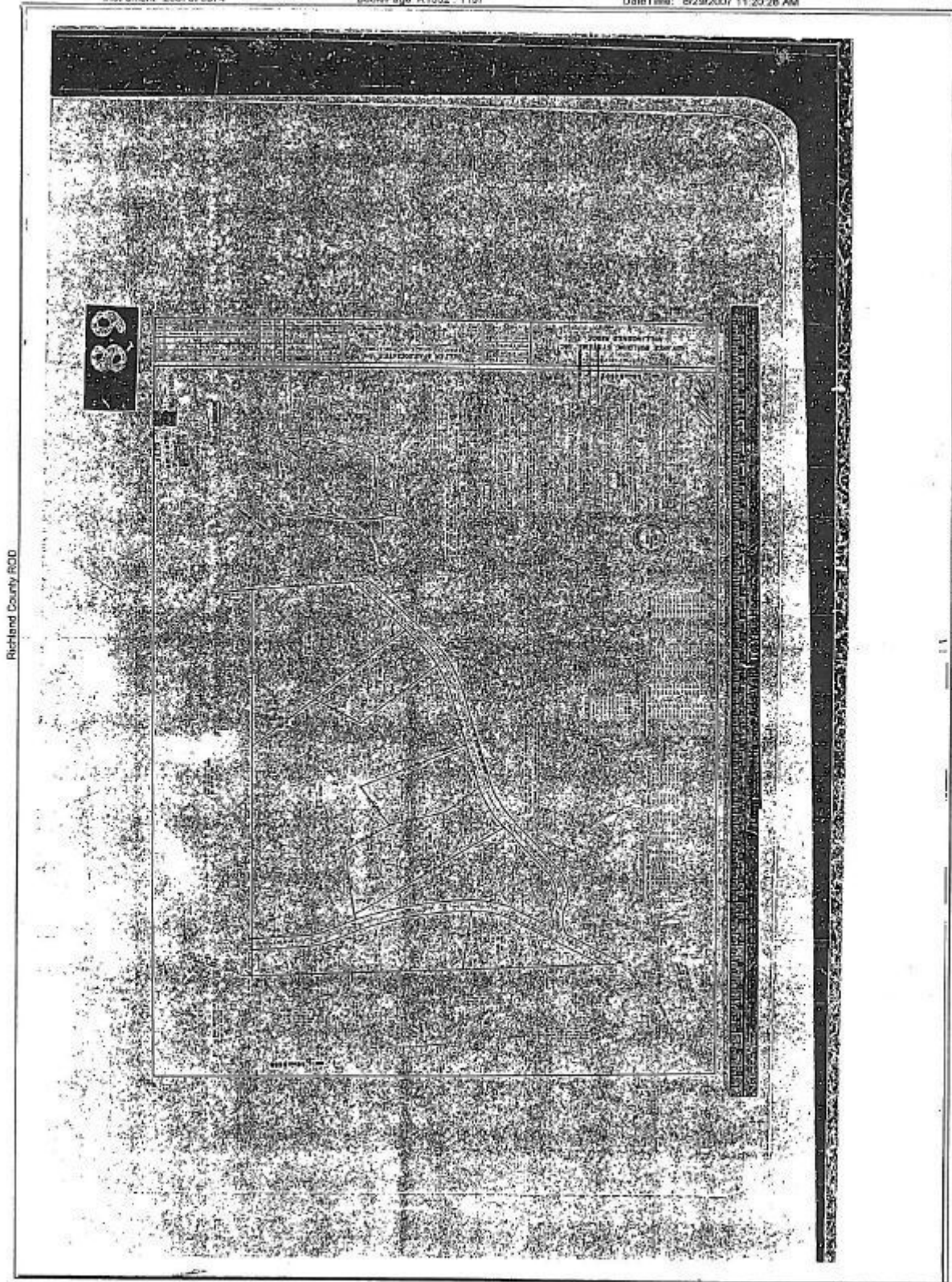
Subject to easements and restrictions of record and those which an inspection of the property would disclose.

This is a portion of the property conveyed to the Grantor by Deed from Bearing Distributors, Inc. to THE MUNGO COMPANY, INC. dated October 4, 1995, and recorded October 5, 1995 in the Office of the RMC for Richland County in Deed Book D1282, at page 668.

TMS 05306-06-01

Richland County RCD

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Richland County ROD

Richland County Auditor Phil Brantley 2007

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STATE OF SOUTH CAROLINA)

DEED TO SANITARY SEWER LINES FOR THE  
RIDGEWOOD COMMUNITY; RICHLAND  
COUNTY TMS#09309, 09310, 09310-01-21, 23,  
24, 25, & 26; CF#294-07

COUNTY OF RICHLAND )

RICHLAND COUNTY

to

CITY OF COLUMBIA

FOR VALUE RECEIVED, Richland County (also hereinafter referred to as "Grantor") of Columbia, South Carolina does hereby bargain, sell, transfer and convey unto the City of Columbia (also hereinafter referred to as "Grantor"), its successors and assigns, all its rights, title and interests in and to the below described sanitary sewer lines:

All those certain sanitary sewer lines, the same being 8" in diameter including manholes, manhole castings, service lines from main line to cleanouts, service lines to easement boundaries and all components to complete the system.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and shown on City File #294-07, which is incorporated herein by specific reference thereto.

An 8" sanitary sewer line beginning at manhole A-1, Station 0+00, over an existing sanitary sewer main located in the eastern right-of-way of Ridgewood Avenue (S-40-76), approximately twenty-two (22) feet northwest of the southwestern property corner of Richland County TMS#09309-12-05; thence extending therefrom in a northeasterly/more northerly direction along the eastern right-of-way of Ridgewood Avenue for a distance of one hundred seventy-eight (178) feet to sanitary sewer manhole A-2, Station 1+78, located in the eastern right-of-way of Ridgewood Avenue, approximately thirty (30) feet northwest of the northwestern property corner of Richland County TMS#09309-12-03; thence turning and extending therefrom in a northeasterly direction and crossing Lewis Street (S-40-1820), for a distance of eighty-eight (88) feet to sanitary sewer manhole A-3, Station 2+66, located in the outer perimeter of the northeastern right-of-way of Lewis Street, approximately fifty-one (51) feet southeast of the southwestern property corner of Richland County TMS#09309-01-10; thence terminating.

**Also**, an 8" sanitary sewer line beginning at sanitary sewer manhole B-1, Station 0+00, located over an existing sanitary sewer line in the southwestern right-of-way of Knightner Street (S-40-1275), approximately ninety-two (92) feet northeast of the southeastern property corner of Richland County TMS#09310-01-17; thence extending therefrom in a southeasterly/more southerly direction along the southwestern right-of-way of Knightner Street, for a distance of one hundred fifty-one (151) feet to sanitary sewer manhole B-2, Station 1+51, located in the outer perimeter of the southwestern right-of-way



of Knightner Street, approximately nine (9) feet southeast of the northeastern property corner of Richland County TMS#09310-01-21; thence turning and extending therefrom in a southwesterly/more southerly direction crossing Richland County TMS#09310-01-21 (n/f Schroeder), TMS#09310-01-23 (n/f Cooper), TMS#09310-01-24 (n/f Gladden), TMS#09310-01-25 (n/f Vangileen), and TMS#09310-01-26 (n/f Thompson), for a distance of one hundred eighty-five (185) feet to sanitary sewer manhole B-3, Station 3+36, located on said TMS#09310-01-26, approximately forty-one (41) feet northeast of the westernmost property corner of said TMS#09310-01-26; thence terminating.

**Also**, an 8" sanitary sewer line beginning at sanitary sewer manhole C-1, Station 0+00, located over an existing City sanitary sewer line (CF#114-23(R-1)) on undefined/unopened right-of-way, approximately ten (10) feet northwest of the northeastern property corner of said Richland County TMS#09310-03-16; thence extending therefrom in a southeasterly direction crossing Ridgeway Street (S-40-414), for a distance of thirty-seven (37) feet to sanitary sewer manhole C-2A, Station 0+37, located in the outer perimeter of the southeastern right-of-way of Ridgeway Street, approximately twenty-two (22) feet southwest of the northwestern property corner of said TMS#09310-04-15; thence turning and extending therefrom in a southwesterly direction along outer perimeter of the southeastern right-of-way of Ridgeway Street, for a distance of one hundred fifty-nine (159) feet to sanitary sewer manhole C-2B, Station 1+96, located in the southeastern right-of-way of Ridgeway Street, approximately fifty (50) feet southeast of the northeastern property corner of Richland County TMS#09310-03-15; thence turning and extending therefrom in a southeasterly direction along the outer perimeter of the intersection of the southeastern right-of-way of Ridgeway Street and the northwestern right-of-way of Lawton Street (S-40-371), for a distance of forty-seven (47) feet to sanitary sewer manhole C-3, Station 2+43, located in the northwestern right-of-way of Lawton Street, approximately fifty-one (51) feet southwest of the southeastern property corner of said TMS#09310-04-15; thence turning and extending therefrom in a northeasterly/more easterly direction along the northwestern right-of-way of Lawton Street and generally parallel to Richland County TMS#09310-04-15, 14, 13, 12, 11, 10, and 9, for a distance of three hundred seventy-two (372) feet to sanitary sewer manhole C-4, Station 6+15, located in the northwestern right-of-way of Lawton Street, approximately twenty-six (26) feet southeast of the southeastern property corner of said TMS#09310-04-09; thence terminating.

Be all measurements a little more or less.

The Grantor hereby agrees to be responsible for repairs of all damage to water lines, sewer lines, curb cocks, meter boxes, all fittings and fire hydrants hereby conveyed which arise out of the operation of any equipment or vehicles under control of the Grantor or any other party in connection with the initial installation of streets, paving, curbs and gutters, drainage, sewer, utility lines, final grading or improvements in development of property served by said lines, and the Grantor shall either effect necessary repairs or reimburse the City for the cost of repairs at the option of the City.



This conveyance also includes an exclusive easement on all sanitary sewer lines and appurtenances heretofore described for the purpose of ingress, egress, operation and maintenance of said sanitary sewer lines. The grantor hereby agrees that no construction (including, but not limited to, buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without prior approval of the City Engineer.

This conveyance also includes all sanitary sewer line easements shown on a set of record drawings prepared for Ridgewood Community Infrastructure Improvements, in Richland County and near the City of Columbia, South Carolina, dated August 14, 2007, last revised February 26, 2008, prepared for Richland County, by Jordan, Jones & Goulding, Inc., William R. Westfall, S.C.P.E. #9259 and being on file in the Office of the Department of Utilities and Engineering, City of Columbia, South Carolina under file reference #294-07.

These sanitary sewer lines are more clearly delineated on a set of record drawings prepared for Ridgewood Community Infrastructure Improvements, in Richland County and near the City of Columbia, South Carolina, dated August 14, 2007, last revised April 3, 2008, prepared for Richland County, by Jordan, Jones & Goulding, Inc., William R. Westfall, S.C.P.E. #9259 and being on file in the Office of the Department of Utilities and Engineering, City of Columbia, South Carolina under file reference #294-07.

PW

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TO HAVE AND TO HOLD the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns against the Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

And Grantor warrants that Grantor is the lawful owner of said property and has the right to convey same; and that the property is free and clear of any and all liens and encumbrances of whatsoever kind or nature, except those set- forth hereinabove.

WITNESS the hand and seal of the Grantor by the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

WITNESSES:

RICHLAND COUNTY

\_\_\_\_\_

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

\_\_\_\_\_

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

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF RICHLAND )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by \_\_\_\_\_ of \_\_\_\_\_  
(Name of Officer and Title) (City and State)

on behalf of the within-named Grantor.

\_\_\_\_\_  
NOTARY PUBLIC FOR \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

**ATTORNEY CERTIFICATION**

I, \_\_\_\_\_, an attorney licensed to practice in the  
State of \_\_\_\_\_ do hereby certify that I supervised  
the execution of the attached Deed to Sanitary Sewer Lines for Ridgewood Community  
from Richland County, Grantor, to the City of Columbia, Grantee, this \_\_\_\_\_ day  
of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
State Bar or License Number \_\_\_\_\_



TO HAVE AND TO HOLD the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto the Grantee, its successors and assigns against the Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

And Grantor warrants that Grantor is the lawful owner of said property and has the right to convey same; and that the property is free and clear of any and all liens and encumbrances of whatsoever kind or nature, except those set-forth hereinabove.

WITNESS the hand and seal of the Grantor by the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

WITNESSES: RICHLAND COUNTY

\_\_\_\_\_ By: \_\_\_\_\_  
1<sup>st</sup> witness signature

\_\_\_\_\_ Its: \_\_\_\_\_  
2<sup>nd</sup> witness signature

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND ) ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by \_\_\_\_\_ of \_\_\_\_\_  
(Name of Officer and Title) (City and State)  
on behalf of the within-named Grantor.

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA  
MY COMMISSION EXPIRES \_\_\_\_\_

**ATTORNEY CERTIFICATION**

I, \_\_\_\_\_, an attorney licensed to practice in the  
State of \_\_\_\_\_ do hereby certify that I supervised  
the execution of the attached Deed to Water Lines for Ridgewood Community from  
Richland County, Grantor, to the City of Columbia, Grantee, this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
State Bar or License Number \_\_\_\_\_



# Richland County Council Request of Action

**Subject**

Transfer of Ownership of Smallwood Village Pond [Pages 65-66]

**Reviews**



## Richland County Council Request of Action

**Subject:** Transfer of Ownership of Smallwood Village Pond (TMS 22710-08-03) from Richland County to Smallwood Village Phase III Homeowner's Association

### A. Purpose

County Council is requested to approve deeding of Smallwood Village Pond to Board of Smallwood Village Phase III Homeowner's Association by the Richland County Department of Public Works.

### B. Background / Discussion

In late 1980's Smallwood Village Detention Pond was constructed as part of development at Smallwood Village Phase III improvements and was later deeded to Richland County by the developer. Currently, County owns the parcel in which pond is situated and is performing routine maintenance (Richland County Deed Book 1278, Pages 725-729, Tax Map Number 22710-08-03, adjacent parcel to Spa building at 300 White Birch Circle). During recent Department of Public Works Stormwater Management's proactive pond inspections, it was decided by County Staff to fence the pond for liability reasons. The Board of Smallwood Village Phase III Homeowner's Association was unenthusiastic of County's decision, instead, opined to own the pond and use it for recreational purposes for its residents. The Association requested Richland County Department of Public Works to deed the pond to them, so that, they can use pond for recreational purposes. The transfer of ownership was requested on terms that Richland County performs one-last maintenance and the Association in future will not impact the design of pond or its water quality characteristics, without approvals from County.

The County Staff met with the HOA, assessed the request and is in favor to deed the pond to Smallwood Village Phase III Home Owner's Association. Recently, the DPW Stormwater Management performed maintenance on the pond with involved costs of \$6,750.00.

### C. Financial Impact

By transfer of ownership, County will no longer be responsible for annual and long term structural maintenance of pond. Annual maintenance of pond costs County approximately \$2,000.00 annually. Structural maintenance may cost approximately \$5,000.00 once every 5 to 8 years depending on activity of storms in the region and other wearing factors. Also, County is no longer liable for any personnel/property damages that occur on this property.

Item	Cost in Dollars
Savings in Annual Maintenance	\$2,000.00
Savings in Structural Repairs once every 5-8 years	\$5,000.00

## D. Alternatives

1. Approve the request in full, and exactly as presented by the Department of Public Works Stormwater Management Division. **Reason:** It will reduce the maintenance costs as well as the County's liability. The areas citizens are already using the pond as a recreational facility and hence has potential liability for any damages that may occur on pond.
2. Do not approve the recommendations, and send it back to the Department of Public Works Stormwater Management Division. **Consequences:** Continued maintenance costs and potential liability. The Association and area Citizens are averse to County's decision to fence the pond, citing, such fence does not blend in neighborhood's beauty. The County cannot risk the liability aspects and hence have to move forward with chain link fencing per County standards. This may lead to angry Citizens and untoward relationship between County and Smallwood Village Phase III Homeowner's Association.

## E. Recommendation

It is recommended that Council approve the transfer of Ownership of Smallwood Village Pond (TMS 22710-08-03) from Richland County to Smallwood Village Phase III Homeowner's Association.

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

Department: Public Works

Date: 09/01/2009

## F. Reviews

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

### Finance

Reviewed by (Finance Director): Daniel Driggers Date: 9/09/09

Recommend Council approval  Recommend Council denial

Comments regarding recommendation: Based on PW Director recommendation

### Legal

Reviewed by: Larry Smith Date: 9-9-09

Recommend Council approval  Recommend Council denial

Comments regarding recommendation: Council discretion. However, this would require an ordinance to accomplish this transfer. In addition, I would recommend that the county get an appraisal on the value of this property and determine if the county is going to require the Homeowners Association to purchase the property.

### Administration

Reviewed by: Sparty Hammett Date: 9/09/09

Recommend Council approval  Recommend Council denial

Comments regarding recommendation:

# Richland County Council Request of Action

## **Subject**

Conservation Easement: Neal [Pages 68-82]

## **Reviews**

# Richland County Council Request of Action

**Subject:** Neal Conservation Easement

## **A. Purpose**

County Council is requested by the Conservation Commission to accept a conservation easement donation on 50 acres in Lower Richland County in order to protect valuable natural resources, wetlands, floodplains, water quality, and preserve valuable open space.

## **B. Background / Discussion**

Mr. J. P. Neal, Jr. of 217 Cordova Drive, Columbia, SC 29204, has made a formal application to the Conservation Commission to help protect this valuable property for conservation purposes, natural resources, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for forestry, wildlife, and scenic open space. The property is a critical segment of the Cabin Creek Watershed floodplain and buffer corridor. The property faces development pressures to be converted to high density home units. The property is located in County Council District #10 where extensive ecological areas exists. Mr. J. P. Neal, Jr. would like to contribute to a new conservation image for his community. We salute their donation and conservation values.

A map and corresponding easement document are attached.

## **C. Financial Impact**

The Conservation Commission voted unanimously to make this easement request to County Council as a private donation for tax benefits and fair compensation. The Conservation Commission recommends \$1,000 per acre (compensation \$50,000) of current year funds be used for easement acquisition. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. The land value based on a recent appraisal is \$365,000. We consider this agreement to be beneficial to both parties and it meets the goals of Richland County in a true volunteer partnership. The indirect benefits and cost to Richland County will be less storm water issues, improved water quality, and preserving floodplains, 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 50 acres owned by J. P. Neal, Jr.

Recommended by:	Department:	Date:
<u>Carol Kososki, Chair</u>	<u>Conservation Commission</u>	<u>8-24-2009</u>
<u>Jim Wilson, Program Manager</u>	<u>Richland County</u>	

**F. Reviews**

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

**Finance**

Reviewed by: <u>Daniel Driggers</u>	Date: <u>9/09/09</u>
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation: <u>Budget dollars are available in the current budget</u>	

**Legal**

Reviewed by: <u>Larry Smith</u>	Date: <u>9-9-09</u>
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Administration**

Reviewed by: <u>Sparty Hammett</u>	Date: <u>9/09/09</u>
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	



## CONSERVATION EASEMENT

*THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this\*\* day of August, 2009, by J.P. Neal("Grantor"), having an address at, 217 Cordova Drive, Columbia, South Carolina, 29204, to Richland County, ("Grantee").*

### **WITNESSETH:**

*Grantor is the owner of 50 acres of certain real property in Richland County, South Carolina, more particularly described in Attachment A.*

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

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

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

- . The preservation of open space for the scenic enjoyment of the general public.*
- . The preservation of vital and significant lands of ecological quality formed by the influence of Cabin Creek which feeds Congaree Swamp National Park, whose presence creates substantial habitat for wildlife, flora and fauna.*
- . Preservation of water quality by providing an undeveloped buffer to Cabin Creek, a major water courses of the South Carolina Midlands whose preservation is recommend and designated a top priority of the Richland County Conservation Commission and included in the greenways plan as adopted by the Richland County Council..*
- . The preservation of a property of major significance to the African American heritage of Richland County, South Carolina and the United States as the location of the cemetery of the Minerva Institute, a major historical educational institution once operated by the American Baptist Convention. This property, in conjunction with the Harriet Barber House, Kensington Mansion and Congaree National Park form the Lower Richland Heritage Corridor, a major initiative of local governments and non-profit organizations to promote the heritage of the area.*
- . The furtherment of the South Carolina Conservation Easement Act, South Carolina Conservation Easement Act of 1991 – S.C.C.A. § 27-8-10 et seq. which authorizes the acquisition of conservation easements by local governments.*

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

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

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

*THEREFORE, in consideration of \$50,000 and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to Section 170(h) of the Code and section 27-8-10 et seq. of South Carolina Code of Laws of 1976, as amended; Grantor does hereby voluntarily grant and convey unto the Grantee, a preservation and conservation easement in gross in perpetuity over the Protected Property, owned by the Grantor, and more particularly described in Attachment A.:*

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

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

### ***2. Statement of Purpose***

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

### ***3. Rights and Responsibilities Retained by Grantor***

*Notwithstanding any provisions of this Easement to the contrary, Grantor reserves all customary rights and privileges of ownership, including the rights to sell and lease the Property, as well as any other rights consistent with the conservation values of the Property and not specifically prohibited or limited by this Easement. Unless otherwise specified below, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any Act of God or*



*other event over which Grantor had no control. Nothing in this Easement relieves Grantor of any obligation in respect to the Property or restriction in the use of the Property imposed by law.*

#### **4. Right to Privacy**

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

#### **5. Permission of Grantee**

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

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

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

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

*B) New Ancillary Structures & Improvements – Within the area indentified in the baseline report as the Developed Area, ancillary structures to be used exclusively for recreational purposes may be built.*

*C) New Residential Housing – There may be two new residential dwellings constructed on the Property, provided that no more than one (1) acre may be cleared.*

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

*E) Utility Services and Septic Systems – Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services are permitted, provided that such utilities are providing services to improvements allowed by this easement.*

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

*Grantor shall not significantly impair or disturb the natural course of the surface water drainage or runoff flowing over the Property. Grantor may alter the natural flow of water over the Property in order to improve drainage or agricultural soils, reduce soil erosion, or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the conservation purposes of this Easement and is carried out in accordance with law. The construction of one (1) pond shall be permitted with the permission of the Grantee.*

#### **8. Water Rights**

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

#### **9. Subdivision**

*The Property is currently comprised of the parcel shown on Attachment A, which is all contained on one tax map. 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 is prohibited*

#### **10. Conservation Practices**

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

#### **11. Application of Waste Materials**

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

## **12. Forest Management**

*There shall be no commercial timbering of the property. Trees may be removed, cut and otherwise managed to control insects and disease, to prevent personal injury and property damage only, provided that the cutting, removal or harvesting of trees is in accordance with either the conservation plan referenced in Paragraph 10 above or a forest management plan prepared by a qualified professional forester.*

## **13. Mining**

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

## **14. Paving and Road Construction**

*Construction and maintenance of one unpaved road that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement is permitted. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material.*

## **15. Hazardous Waste**

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

## **16. Ongoing Responsibilities of Grantor and Grantee**

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

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

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

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

## **17. Extinguishment of Development Rights**

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

## **18. Enforcement**

*Grantee shall have the right and such easement is hereby granted, 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 prate if necessary, through temporary or permanent injunction.*

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

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

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

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

## **19. Transfer of Easement**

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

## **20. Transfer of Property**

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

## **21. Amendment of Easement**

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

## **22. Extinguishment**

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

## **23. Proceeds**

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

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

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

## **24. Interpretation**

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

## **25. Successors**

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

## **26. Severability**

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

## **27. Notices**

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

*To Grantor:  
J. P. Neal, Jr  
217 Cordova Road  
Columbia, SC 29045*

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

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

*Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances and hereby promises to defend the same against all claims that may be made against it. Grantor further warrants that any liens or mortgages existing on the property at time of execution of this conservation easement have been subordinated to this easement by the lender or other person or institution holding such claim.*

## **29. 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.*

## **30. Subsequent Encumbrances**

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

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

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

**32. Perpetuation of Easement**

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

**33. Acceptance**

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

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

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

*Witness:*

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

*Grantor:*

\_\_\_\_\_  
*J.P. Neal*

*Grantee:*

*Witness:*

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

*Richland County*

By \_\_\_\_\_

*Chairman, County Council*

*Acknowledgments*

*County of Richland  
State of South Carolina,*

*Personally appeared before me \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, and  
acknowledged that all material statements of fact in the foregoing Deed of Conservation Easement  
are true to the best of his/her knowledge and belief, and that the execution of said Deed of  
Conservation Easement is his/her free act and deed.*

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



*Acknowledgments*

*County of Richland)*

*State of South Carolina,*

*Personally appeared before me \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2009,  
and acknowledged that all material statements of fact in fact in the foregoing Deed of Conservation  
Easement are true to the of his/her knowledge and belief, and that the execution of said Deed is  
his/her free act and deed.*

\_\_\_\_\_  
*Notary Public (SEAL)*

*My commission expires:*

*Notary Public*

*(SEAL)*

*My commission expires:*

*ATTACHMENT A.*  
*PROPERTY DESCRIPTION*

# Richland County Council Request of Action

**Subject**

Wetlands Mitigation Banking [Pages 84-90]

**Reviews**

## Richland County Council Request of Action

Subject: Consideration of whether or not to pursue mitigation banking

### A. Purpose

To consider whether or not it would be to the County's best interest to pursue wetlands mitigation banking.

### B. Background/Discussion

A mitigation bank is a wetland, stream, or other aquatic resource area that has been restored, established, enhanced, or (in certain circumstances) preserved for the purpose of providing compensation for unavoidable impacts to aquatic resources permitted under Section 404 of the Federal Clean Water Act or a similar state or local wetland regulation. A mitigation bank may be created when a government agency, corporation, nonprofit organization, or other entity undertakes these activities under a formal agreement with a regulatory agency, such as the Army Corp of Engineers. Mitigation banks have four distinct components:

The bank site: the physical acreage restored, established, enhanced, or preserved;

The bank instrument: the formal agreement between the bank owners and regulators establishing liability, performance standards, management and monitoring requirements, and the terms of bank credit approval;

The Interagency Review Team (IRT): the interagency team that provides regulatory review, approval, and oversight of the bank; and

The service area: the geographic area in which permitted impacts can be compensated for at a given bank.

The value of a bank is defined in "compensatory mitigation credits." A bank's instrument identifies the number of credits available for sale and requires the use of ecological assessment techniques to certify that those credits provide the required ecological functions. Although most mitigation banks are designed to compensate only for impacts to various wetland types, some banks have been developed to compensate specifically for impacts to streams (i.e., stream mitigation banks).

Mitigation banks are a form of "third-party" compensatory mitigation, in which the responsibility for compensatory mitigation implementation and success is assumed by a party other than the permittee. This transfer of liability is an attractive feature for Section 404 permit-holders, who would otherwise be responsible for the design, construction, monitoring, ecological success, and long-term protection of the site.

On May 5, 2009, the Honorable Kelvin Washington moved, seconded by the Honorable Gwendolyn Kennedy, to direct staff to provide information on the potential financial value of the wetland mitigation bank credits associated with the following: Carolina Bay, Cabin Branch and adjacent sites with significant amount of buffer for the purpose of developing a mitigation bank and environmental sensitive light recreational activity areas and facilities.

On May 19, 2009, the Honorable Kelvin Washington made a motion directing staff to provide information by September 1, 2009 on the potential financial value of the wetland mitigation bank credits associated with Carolina Bay, Cabin Branch, and adjacent sites with significant amount of

buffer for the purpose of developing a mitigation bank and environmental sensitive light recreational activity areas and facilities. This information is attached via correspondence from COG.

On September 1, 2009, the County Administrator, J. Milton Pope, reported that he had forwarded potential mitigation values to Council for the properties in Mr. Washington's motion. (Attached correspondence from COG.) This item was then forwarded to the D&S Committee. Mr. Pope also stated that a work session regarding Mitigation Banks and Credits should be scheduled. Mr. Pope stated that he would work with the Chairman and Clerk of Council to come up with dates.

Attached is a copy of a letter received from the Central Midlands Council of Governments, which states that they would like to partner with the County, should Council decide to go forward with this action. In addition, information found on the EPA website concerning mitigation banking credits is attached.

**C. Financial Impact**

There will be a financial cost to create a mitigation bank; such cost would vary depending on the projects undertaken, but could run into hundreds of thousands of dollars. A funding source would have to be identified. The costs could be offset by the proceeds of mitigation banking credit sales. The County could also benefit in the event that the County needed mitigation credits for public works or economic development projects.

**D. Alternatives**

1. Pursue wetlands mitigation banking.
2. Do not pursue wetlands mitigation banking.

**E. Recommendation**

This request is at Council's discretion.

**F. Approvals**

**Finance**

Reviewed by: Daniel Driggers

Date: 9/10/09

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: No recommendation, this is a policy decision for Council. A funding source will need to be identified if program and projects are approved.

**Planning**

Reviewed by: Joe Kocy

Date: 9/10/09

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Initial funding is needed, a program can generate resources and become self-funding.

**Legal**

Reviewed by: Larry Smith

Date: 9-15-09

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion

**Administration**

Reviewed by: Sparty Hammett

Date: 9/15/09

Recommend Council approval



Recommend Council denial

Comments regarding recommendation: Recommend pursuit of mitigation banking.



August 31, 2009

Milton Pope, Administrator  
Richland County  
P.O. Box 192  
Columbia, SC 29202

Dear Milton:

As requested, I am providing information on the potential financial value of wetlands mitigation banking credits associated with 1) Cabin Branch and 2) Mistletoe Bay (a Carolina Bay wetland) in Lower Richland. Both areas were part of the study area examined by a County ad hoc committee in 2008. That study (see *Screening of Alternatives: Executive Summary Lower Richland Blvd. Property Community / Regional Park*) looked at the potential for a recreational facility in the vicinity of these wetlands.

CMCOG's consultant, Shannon Smith / Southeastern Environmental Solutions, has prepared a regional inventory of potential mitigation areas, including an identification of several areas in different parts of Richland County. She has estimated the mitigation values of some specific sites, including Cabin Branch and Mistletoe Bay. Her analysis of these sites is limited to the Hopkins family property-- we do not have comparable information on the Mungo property to the north of the Carolina Bay. Here are the SES estimates of "gross mitigation value":

Carolina Bay:	\$3,552,645	(\$41,796/Ac. X 85 Acres)
Cabin Branch:	\$1,569,716	(\$12,659/Ac. X 124 Acres)
Adjacent Sites <sup>2</sup> :	\$164,055	(\$7,812/Ac. X 21 Acres)
TOTAL	\$5,286,416	(\$22,984/Ac. X 230 Acres)

<sup>(1)</sup> Acreage and valuations are estimates only, and are subject to survey and such other determinations as may be appropriate.

<sup>2</sup> Approximately 6.7 acres between the Carolina Bay and Cabin Branch and approximately 13.9 acres in Cabin Branch, in addition to and contiguous to the 124 acres in Cabin Branch.

Please note that these estimates reflect potential, gross value. There is a rigorous process, overseen by the U.S. Army Corps of Engineers, involved in establishing a mitigation bank and selling mitigation credits. Approval by the Corps is not guaranteed, and the value of the credits can be affected by supply and demand. Expenses involved in setting up a mitigation bank include surveys, delineations, and environmental studies needed to satisfy the Corps' requirements, legal expenses, and wetlands restoration costs.

*Serving Local Governments in South Carolina's Midlands*

236 Stoneridge Drive, Columbia, SC 29210 ♦ (803) 376-5390 ♦ FAX (803) 376-5394 ♦ Web Site: <http://www.centralmidlands.org>

Item# 9

Attachment number 1  
Page 4 of 7

I hope this information is helpful. If the County is interested in mitigation banking, I suggest you consider partnering or contracting with CMCOG. I'll be glad to discuss this with you at your convenience.

Best Regards,

A handwritten signature in black ink that reads "Norman Whitaker". The signature is written in a cursive, flowing style.

Norman Whitaker, AICP  
Executive Director  
Central Midlands Council of Governments





## Wetlands Compensatory Mitigation

*The objective of the Clean Water Act (CWA) is to restore and maintain the chemical, physical, and biological integrity of the Nation's waters. Toward achievement of this goal, the CWA prohibits the discharge of dredged or fill material into waters of the United States unless a permit issued by the Army Corps of Engineers or approved State under CWA Section 404 authorizes such a discharge.*

*For every authorized discharge, the adverse impacts to wetlands, streams and other aquatic resources must be avoided and minimized to the extent practicable. For unavoidable impacts, compensatory mitigation is required to replace the loss of wetland and aquatic resource functions in the watershed. Compensatory mitigation refers to the restoration, establishment, enhancement, or in certain circumstances preservation of wetlands, streams or other aquatic resources for the purpose of offsetting unavoidable adverse impacts.*

### The Mitigation Sequence:

Compensatory mitigation is actually the third step in a sequence of actions that must be followed to offset impacts to aquatic resources. The 1990 Memorandum of Agreement (MOA) between the Environmental Protection Agency (EPA) and the Department of Army establishes a three-part process, known as the mitigation sequence to help guide mitigation decisions and determine the type and level of mitigation required under Clean Water Act Section 404 regulations.

Step 1. Avoid - Adverse impacts to aquatic resources are to be avoided and no discharge shall be permitted if there is a practicable alternative with less adverse impact.

Step 2. Minimize - If impacts cannot be avoided, appropriate and practicable steps to minimize adverse impacts must be taken.

Step 3. Compensate - Appropriate and practicable **compensatory mitigation** is required for unavoidable adverse impacts which remain. The amount and quality of compensatory mitigation may not substitute for avoiding and minimizing impacts.

### Methods of Compensatory Mitigation:

Even after avoiding and minimizing impacts, projects that will cause adverse impacts to wetlands, streams and other aquatic resources typically require some type of compensatory mitigation. The Army Corps of Engineers (or approved state authority) is responsible for determining the appropriate form and amount of compensatory mitigation required. Methods of compensatory mitigation include restoration, establishment, enhancement and preservation.

- **Restoration:** Re-establishment or rehabilitation of a wetland or other aquatic resource with the goal of returning natural or historic functions and characteristics to a former or degraded wetland. Restoration may result in a gain in wetland function or wetland acres, or both.
- **Establishment (Creation):** The development of a wetland or other aquatic resource where a wetland did not previously exist through manipulation of the physical, chemical and/or biological characteristics of the site. Successful establishment results in a net gain in wetland acres and function.
- **Enhancement:** Activities conducted within existing wetlands that heighten, intensify, or improve one or more wetland functions. Enhancement is often undertaken for a specific purpose such as to improve water quality, flood water retention or wildlife habitat. Enhancement results in a gain in wetland function, but does not result in a net gain in wetland acres.

- **Preservation:** The permanent protection of ecologically important wetlands or other aquatic resources through the implementation of appropriate legal and physical mechanisms (i.e. conservation easements, title transfers). Preservation may include protection of upland areas adjacent to wetlands as necessary to ensure protection or enhancement of the aquatic ecosystem. Preservation does not result in a net gain of wetland acres and may only be used in certain circumstances, including when the resources to be preserved contribute significantly to the ecological sustainability of the watershed.

## **Mechanisms for Compensatory Mitigation:**

Compensatory mitigation for unavoidable wetland impacts may be accomplished through three distinct mechanisms. With permittee-responsible mitigation, the permittee maintains liability for the construction and long-term success of the site. Mitigation banking and in-lieu fee mitigation are forms of "third party" compensation, where the liability for project success is transferred to the mitigation bank or in-lieu fee sponsor.

- **Permittee-Responsible Mitigation:** Restoration, establishment, enhancement or preservation of wetlands undertaken by a permittee in order to compensate for wetland impacts resulting from a specific project. The permittee performs the mitigation after the permit is issued and is ultimately responsible for implementation and success of the mitigation. Permittee-responsible mitigation may occur at the site of the permitted impacts or at an off-site location within the same watershed.

- **Mitigation Banking:** A wetlands mitigation bank is a wetland area that has been restored, established, enhanced or preserved, which is then set aside to compensate for future conversions of wetlands for development activities. Permittees, upon approval of regulatory agencies, can purchase credits from a mitigation bank to meet their requirements for compensatory mitigation. The value of these "credits" is determined by quantifying the wetland functions or acres restored or created. The bank sponsor is ultimately responsible for the success of the project. Mitigation banking is performed "off-site," meaning it is at a location not on or immediately adjacent to the site of impacts, but within the same watershed. Federal regulations establish a flexible preference for using credits from a mitigation bank over the other compensation mechanisms.

- **In-Lieu Fee Mitigation:** Mitigation that occurs when a permittee provides funds to an in-lieu-fee sponsor (a public agency or non-profit organization). Usually, the sponsor collects funds from multiple permittees in order to pool the financial resources necessary to build and maintain the mitigation site. The in-lieu fee sponsor is responsible for the success of the mitigation. Like banking, in-lieu fee mitigation is also "off-site," but unlike mitigation banking, it typically occurs after the permitted impacts.

# Richland County Council Request of Action

**Subject**

Neighborhood Matching Grant Awards [Pages 92-93]

**Reviews**

## Richland County Council Request of Action

**Subject:**     Neighborhood Matching Grant Awards

**A. Purpose:**

The Neighborhood Matching Grant committee has reviewed the qualified applications and recommends that Council award the following grants:

<u>Neighborhood</u>	<u>District</u>	<u>Recommended Amount</u>	<u>Approved projects</u>
Emerald Valley	2	\$1,000.00	Community lighting and membership drive
Berkley Forest	6	\$950.00	Entranceway Restoration
We Are Olympia	5	\$305.00	Community Festival
Killian Green	8	\$745.00	Safety Day

**B. Background / Discussion**

In July, Council approved the committee’s recommendation to award 21 grants absorbing \$17,000 of the \$20,000 Council dedicated to the grant program. To exhaust the outstanding funds, the Neighborhood Coordinator for Richland County worked with the remaining applicants to help them develop more relevant and effective projects. The applicants who scheduled consultations, were eligible to compete for the remaining funds. The application re-submittal period was 40 days.

**C. Financial Impact**

There is no financial impact associated with this request.

**D. Alternatives**

1. Approve the request to award 4 neighborhood grants to the qualified applicants.
2. Do not approve the request to award the grants.

**E. Recommendation**

It is recommended that Council approve the request to award 4 neighborhood grants.

Recommended by:	Department:	Date:
<u>Erica Hink</u>	<u>Neighborhood Improvement Program</u>	<u>September 11, 2009</u>

## F. Reviews

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

### Finance

Reviewed by: Daniel Driggers

Date: 9/11/09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Planning

Reviewed by: Joseph Kocy

Date: 9/14/09

x Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Legal

Reviewed by: Larry Smith

Date: 9-14-09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Administration

Reviewed by: Sparty Hammett

Date: 9/14/09

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

# Richland County Council Request of Action

## **Subject**

Richland County Neighborhood Council Report [Pages 95-101]

## **Reviews**



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# MEMORANDUM

**TO:** Richland County Development & Services Committee  
**THROUGH:** Jos. Kocy, Planning Director  
**FROM:** Erica Hink, Neighborhood Coordinator  
**DATE:** September 9, 2009  
**RE:** Richland County Neighborhood Council

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At the July 7, 2009 County Council meeting, the Honorable Jim Manning made the following motion:

*"Motion to direct staff to investigate the Richland County Neighborhood Council to determine its formal connection to the County, its bylaws for clarity, its membership determination, and any other issues as deemed necessary by Administration and report back to Council within 3 months of this date. Manning: Referred to the D&S Committee. ACTION: ADMINISTRATION, PLANNING, COMMUNITY DEVELOPMENT"*

Based on the above referenced motion, the Planning Department offers the following memo regarding the Richland County Neighborhood Council (RCNC).

## **RCNC History**

It was initially believed that County Council created the RCNC in the late 1970s. To this end, I, with the assistance of Mr. Jim O'Brien (past President of RCNC), reviewed the minutes from 1977 - 1980s for any mention of a county-wide neighborhood council in an effort to confirm its creation. This extensive search was unsuccessful.

However, through additional outreach and research, Mr. O'Brien was successful in gathering information from County Council members during this time period. It was reported that during the late 1970s, a small group of neighborhoods often gathered to discuss common issues. To increase participation from other neighborhoods, the group began mailing meeting notices to various neighborhood associations. Several County Council members were approached by the group in an effort gain financial assistance for the mailings, which was awarded. Over time, the group named themselves the Richland County Neighborhood Council, which is still in operation today.

Therefore, by default, it is reasonable to suggest that RCNC is a free-standing organization with no governmental/quasi/official authority granted by County Council.

## **RCNC Today**

In May 2009, RCNC began restructuring their organization in an effort to better serve Richland County neighborhoods. In August 2009, the RCNC Strategic Planning Committee (SPC) completed their assessment of the organization and will present their recommendation for adoption at the September 24, 2009, RCNC meeting in Council Chambers. The following pages include the proposed changes to

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the vision, mission, and values of RCNC as well as proposed bylaws. Per your request, this information provides clarification on membership determination, voting practices, election of officers, and other organizational elements.





RICHLAND COUNTY  
NEIGHBORHOOD COUNCIL



Where voices matter.

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## VISION STATEMENT

All Richland County neighborhoods and local governments actively working together to enhance the quality of life for residents of Richland County.

## MISSION STATEMENT

The Richland County Neighborhood Council is a non-partisan body which offers membership to all neighborhoods in the county for the purpose of educating residents, exchanging information, assisting one another, and actively addressing matters impacting our community.

## VALUE STATEMENTS

- Commitment** Dedicated to educating and assisting one another.
- Integrity** Fair and honest in communication and action.
- Teamwork** Working together to find effective solutions.
- Empowerment** Strengthening neighborhoods through knowledge-sharing and resources.
- Diversity** Respectfully sharing information to all Richland County neighborhoods.

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**RCNC BYLAWS**  
**Proposed Revisions August 25, 2009**

**ARTICLE I -- Name of Organization**

1. The Name of this Organization shall be the "Richland County Neighborhood Council," hereafter abbreviated as RCNC.

**ARTICLE II -- Statement of Purpose**

1. Committed to preserving and promoting the integrity of Richland County neighborhoods. It serves as an umbrella group whose members are the various recognized neighborhood organizations of the county.

2. It provides a forum for the discussion of issues which are of concern to the citizens of all of Richland County neighborhoods.

3. It furnishes a connecting link between the neighborhoods and the elected and appointed officials and units of local government, which it advises on issues of neighborhood concern.

**ARTICLE III -- Policy**

1. The RCNC is a non-partisan, community organization.

**ARTICLE IV -- Membership**

1. RCNC Membership categories will include "Full Membership", "Associate Membership", and "Honorary Membership".

**(a) Full Membership** in RCNC shall be open to any Richland County "Recognized Neighborhood Organization" whose Constitution, Bylaws, or operating principles establish among its goals the preservation and improvement of the residential areas in Richland County. Full membership rights include, but are not limited to, voting at RCNC meetings and making use of RCNC resources.

A "Recognized Neighborhood Organization" is defined as one which meets the following requirements:

- i. An identifiable constituency, representing at least one-tenth of the households located within fixed geographical boundaries, at least part of which are within the County limits;
- ii. At least one public neighborhood meeting annually;
- iii. An elected body of officers;
- iv. A non-partisan nature;
- v. A Constitution and/or Bylaws and/or Statement of Principles of Operation.

**(b) Associate Membership** in RCNC shall be open to "Umbrella Organizations" whose members include Richland County Neighborhood Organizations. Associate Members shall be entitled to all the rights of Full Members except that they are not allowed to vote in their own right. In order to be eligible for Associate Membership, an "Umbrella Organization" must include **at least two** RCNC Full members as defined by the RCNC Bylaws.

**(c) Honorary Membership** in RCNC shall open to any neighborhood that is in the progress of becoming established in Richland County. Membership shall be for two years and be determined by the RCNC membership on a case-by-case basis. Honorary members are encouraged to attend and express their views at the meetings, but do not receive any other rights of RCNC membership.

2. Evidence that the membership requirements have been met must be presented to RCNC before a membership application can be voted upon.

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3. Acceptance of any organization into RCNC shall require an affirmative vote of a majority of the members present at a regularly scheduled RCNC meeting.

4. Every **Full Member Organization** shall annually recharter by July 1st of each year. In order to recharter, each Member Organization shall provide the name, mailing address and telephone number of their organization's officers, voting representative to RCNC and any alternate voting representatives to RCNC. Recharter forms will be promulgated, distributed and collected by the Vice President.

5. Every RCNC member shall provide the organization name, board members name(s) mailing address, telephone number, and email to the Richland County Neighborhood Improvement program after each election or change of officer(s).

#### **ARTICLE V -- Meetings**

1. Regular meetings of RCNC shall be held monthly, except for the month of December.

2. The Annual Meeting shall be in June.

3. Special Meetings of RCNC may be called by the President or by one-fourth of the Full Membership provided that a five-day notice is provided to RCNC members.

4. A quorum at RCNC meetings shall consist of the Voting Representatives of 5 Full RCNC Member Organizations, and shall govern RCNC business except as specifically designated otherwise in the RCNC Bylaws. Should quorum not be met, then at the next called meeting quorum equals majority vote of full membership present. Or the executive committee? Need discussion.

5. All RCNC Regular and Special Meetings, as well as meetings of RCNC Committees, including the Executive Committee, shall be open to the public.

#### **ARTICLE VI -- Voting and Voting Representative**

1. Each "Full Member" Organization shall have one vote at all RCNC meetings. The Voting Representative shall be selected by the Member Organization and the names of the voting representative and any alternates shall be provided by the President of the Member Organization to the Vice President of RCNC upon rechartering.

#### **ARTICLE VII -- Officers and Executive Committee**

1. The officers of RCNC shall consist of the President, President-Elect, Vice President, Secretary, and Treasurer.

2. The Executive Committee shall consist of the officers plus the immediate Past President. No more than one officer may be elected from any one member organization, unless approved by voting quorum of the members of RCNC.

3. Responsibilities of the Executive Committee shall include, but not be limited to:

- (a) Reviewing and authorizing all expenditures of RCNC in coordination with the Treasurer,
- (b) Ensuring accurate and current membership records,
- (c) Establishing such committees as shall be deemed necessary for the operation of RCNC, and
- (d) Establishing meeting dates and the agenda.

4. Any member of the Executive Committee, at his or her pleasure, may serve as a non-voting member of any RCNC committee.

#### **ARTICLE VIII -- Election of Officers**

1. Elections of the officers shall be held at the Annual Meeting each year, with the Nominating Committee having made those names selected as proposed officers available to the RCNC membership at the May meeting.

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2. Officers shall be installed at the end of the Annual Meeting.
  3. A Nominating Committee, excluding current elected officers of RCNC, shall consist of three (3) representatives of RCNC's Full-Member Organizations, as appointed by the President. Responsibilities include
    - (a) Solicit nominations in writing for all RCNC offices on an annual basis, except the office of President, at least one month prior to the May meeting.
    - (b) Ascertain the eligibility of the individuals nominated and their willingness to serve.
    - (c) Deadline for ballots will be presented by the nominating committee at the May meeting.
    - (d) A complete list of willing nominees then will be sent to the RCNC Membership at least one week before the June Meeting.
  4. Additional nominations may be made from the floor at the time of the election.
  5. To qualify to be an officer, an individual must be a resident of Richland County and a member of a Richland County neighborhood organization.
  5. Voting for RCNC Officers shall be by secret, written ballot by those voting representatives in attendance. Votes will be tallied and reported by the Nominating Committee. Proxy votes are not allowed for the election officers.
  6. The RCNC President shall serve a two (2) year term of office once duly elected. All other officers shall serve a one (1) year term of office once elected.
  7. The President-Elect shall become President of the RCNC organization at the completion of the current President's two year term, by automatically assuming the office. If the office of President becomes vacant between elections the President-Elect shall become President. The Vice President shall become President-Elect in the event the office of President-Elect becomes vacant. Other offices will be filled by the Executive Committee, by the next regularly scheduled RCNC monthly meeting.
  8. Once elected, RCNC officers may complete their terms of office so long as they continue to reside within Richland County.

#### **ARTICLE IX -- Duties of the Officers**

1. The duties of the **President** shall include
  - (a) Presiding over all meetings of RCNC and the Executive Committee,
  - (b) Co-signing all checks with the Treasurer,
  - (c) Calling Special Meetings of RCNC or the Executive Committee as may be deemed necessary,
  - (d) Speaking for and representing RCNC to other bodies and the news media, or appointing a spokesperson to do so,
  - (e) Appointing Committee members with the advice and consent of the Executive Committee, and
  - (f) Preparing and issuing any public statements and letters of RCNC at the direction of the Executive Committee, by vote of members of RCNC, or as needed by normal operating practices of RCNC.
2. The duties of the **President-Elect** shall include
  - (a) Assisting the President in the carrying out of the President's duties,
  - (b) Acting in the position of the President in the President's absence,
  - (c) Coordination of all committees established by RCNC, and
  - (d) Assuming the Presidents' position upon the completion of the President's term; unless otherwise voted by the majority of the RCNC voting membership.
3. The duties of the **Vice President** shall include
  - (a) Notifying all members of all Regular Meetings of RCNC at least one week prior to the meeting with all business announced on the agenda, including business required by majority votes at the previous meeting and the minutes from the previous RCNC meeting, and

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(b) Certifying that all voting representatives are authorized to vote, as per Article IV, and working in conjunction with Secretary who has and maintains RCNC records in the Neighborhood Improvement office at the County Administration Building- 2020 Hampton Street, Columbia SC.

4. The duties of the **Secretary** shall include

- (a) Acting on behalf of the Vice President in their absence,
- (b) Keeping the minutes of all RCNC meetings,
- (c) Distributing minutes to the membership prior to the next scheduled meeting,
- (d) Maintaining membership records and minutes for RCNC at the County Administration Building- Neighborhood Improvement Program, 2020 Hampton Street, Columbia, SC.

5. The duties of the **Treasurer** shall include

- (a) Acting on behalf of the Secretary in the Secretary's absence,
- (b) Receiving and co-disbursing, with the President, all funds of RCNC,
- (c) Maintaining accurate financial records of RCNC for review by membership upon request, and
- (d) Preparing a Consolidated Annual Financial Statement of RCNC transactions and balances to be presented at the Annual Meeting.

**ARTICLE X -- Committees**

- 1. The Nominating Committee, appointed by the President, shall have such responsibilities as defined in Article VIII.
- 2. Standing and ad hoc Committees may be established or abolished as deemed necessary for the operation of RCNC by the Executive Committee or by the majority vote of the RCNC membership.

**ARTICLE XI -- Circulation of Bylaws**

- 1. On an annual basis, one dated copy of the RCNC Bylaws will be provided to each RCNC Member organization.

**ARTICLE XII -- Other Operating Procedures**

- 1. Any documents, minutes, or other records generated by or received by the Richland County Neighborhood Council or any committee of the organization shall become the property of RCNC and shall upon request be made available in uncensored and unaltered form to any member. **These records shall be retained for a minimum of three (3) years.** After that, they should be reviewed and voted on by the Executive Committee and any that are deemed important should be retained further.

**ARTICLE XIII -- Amendments**

- 1. Any proposed amendment to the Bylaws must be submitted to the membership, in writing, at least two weeks in advance of the meeting at which it is to be considered.
- 2. Amendments to the Bylaws must be approved by the affirmative vote of two thirds of the RCNC Full Member Organizations in attendance.

**ARTICLE XIV -- Dissolution**

- 1. In the event this organization is dissolved, any assets remaining in the organization will be donated to a tax-exempt eleemosynary or governmental entity of similar nature as may be designated by the Executive Committee at the time of dissolution.

Adopted by Presidents of Neighborhoods at the September 24, 2009 meeting of RCNC.

# Richland County Council Request of Action

**Subject**

Planning Commission Composition [Pages 103-107]

**Reviews**

**From the July 7, 2009 Council Meeting**

**Planning Commission Composition:** I move that Council direct Staff to present several models of Planning Commission composition that ensures a balanced representation of business, environmental, and citizen interests. **[Hutchinson]:** Referred to the D&S Committee.

**ACTION: ADMINISTRATION, PLANNING**

**Jurisdictions that limit Planning Commission members by occupation/profession**

<b>Jurisdiction</b>	<b>Yes</b>	<b>No</b>	<b>Other</b>
Charleston County		X	
Greenville County		X	
York County		X	
City of Charleston			3 of 9 members must be of a specified occupation
City of Greenville		X	
City of York		X	

**Charleston County:**

§2.2.4 COMPOSITION

The Planning Commission shall consist of nine members appointed by the County Council for terms of four years each, provided, however, that of the initial members of the Planning Commission, five members shall be appointed for four year terms and four members shall be appointed for two year terms. Members shall serve until their successors are appointed and qualified. The members of the Planning Commission shall serve without compensation from the County. Any vacancy which may occur on the Planning Commission shall be filled by County Council appointing a successor to serve out the unexpired term of the vacancy. In appointing members to the Planning Commission the County Council shall consider their professional expertise, knowledge of the community, and concern for the future welfare of the total community and its citizens. The membership of the Planning Commission should represent a broad cross-section of the interests and concerns within Charleston County. No member of the Planning Commission may hold an elected public office in Charleston County.

**Greenville County:**

§ 17-72 COMPOSITION OF COMMISSION.

The planning commission shall consist of 9 members appointed by Greenville County Council for terms of 3 years, staggered so that 1/3 of the members shall have terms expiring in each year. Members shall serve until their successors are appointed and qualified. No member of

the planning commission shall be the holder of an elected public office in the County of Greenville.

## **York County:**

§ 153.16 COMPOSITION; ORGANIZATION. *(Note: Only relevant portions of the section are shown).*

(A) The Planning Commission is continued and shall hereafter have the composition, structure, organization, powers, duties, functions, compensation and terms of office established herein. The Planning Commission shall consist of nine members to be appointed by the County Council as follows:

- (1) One member shall be appointed for each of the seven County Council districts of the county;
- (2) Two members shall be appointed at large.

(B) Members of the commission shall serve for terms of four years or until their successors are appointed and qualify, except that, of the nine members first appointed, three shall be appointed for a term of two years, three shall be appointed for a term of three years and three for four years. Previous service on the Planning Commission prior to February 2, 1981 shall not limit service on the commission. Vacancies shall be filled in the manner of the original appointment for the unexpired term. No member shall be appointed to serve more than two full consecutive terms on the commission. Previous service on the commission for a full term shall be counted in determining a member's service on the commission for purposes of the limitations established by this section, but partial terms of service on the commission shall not be considered for purposes of the limitations contained in this section. No member shall be reappointed to the commission after serving two consecutive terms until a minimum of one year has elapsed since the last service of the member upon the commission.

## **City of Charleston:**

Sec. 54-941. Planning Commission composition; terms; organization; meetings; procedural rules. *(Note: Only relevant portions of the section are shown).*

a. The Planning Commission shall consist of the nine (9) citizens of the city of Charleston who do not hold an elected public office in the city of Charleston and are appointed by City Council. Of the members appointed, one (1) shall be an attorney, one (1) shall be in real estate, and one (1) shall be a representative of the development community. Members of the commission first to serve shall be appointed for staggered terms as described in the agreement of organization and shall serve until their successors are appointed by City Council. A vacancy on the Planning Commission must be filled for the unexpired term in the same manner as the original appointment. City Council may remove any member of the commission for cause.



## **City of Greenville:**

(c) Members of the commission shall be appointed in consideration of their professional expertise, knowledge of the community, and concern for the future welfare of the total community and its citizens. Membership shall represent a broad cross section of the interests and concerns of persons residing and doing business within the city.

## **City of York:**

### **Planning Commission**

1. The Planning Commission shall consist of seven (7) members to be appointed by the York City Council.
2. Members of the Planning Commission must have lived and resided in the City a minimum of twelve (12) consecutive months prior to appointment on the Commission.

### **Please Note:**

Membership terms left to Councils discretion.

Any member appointed or any member subsequent to appointment failing to meet these requirements shall automatically become suspended and the Board/Commission must so notify the City Council immediately.

Any person appointed by the City Council to any Board or Commission of the City who incurs three or more unexcused absences from properly called meetings shall be automatically removed from such Board or Commission and the position shall become vacant. The members of each Board or Commission shall be the sole judge of what constitutes an unexcused absence. (Code section 2-296)

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE VII, BOARDS, COMMISSIONS AND COMMITTEES; SECTION 2-326, BOARDS AND COMMISSION CREATED AND RECOGNIZED; SUBSECTION (B), THE RICHLAND COUNTY PLANNING COMMISSION; SO THAT NO MORE THAN TWO MEMBERS ARE FROM ANY ONE OCCUPATION, PROFESSION, SPECIALTY, OR INDUSTRY.

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

SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article VII, Boards, Commissions and Committees; Section 2-326, Boards and commissions created and recognized; Subsection (b), The Richland County Planning Commission; is hereby reorganized and amended as follows:

(b) *The Richland County Planning Commission.*

- (1) The commission shall consist of not less than five (5) or more than nine (9) members, appointed by the county council for a term of four (4) years. Any person who is appointed to the commission after September 1, 2006 must reside in Richland County. ~~In appointing members to the commission, council shall give due consideration as to whether applicants live in an incorporated or unincorporated area of the County.~~
- (2) In appointing members to the commission, council shall give due consideration as to whether applicants live in an incorporated or unincorporated area of the County. In addition, council shall also consider an applicant's professional expertise, knowledge of the community, and his or her concern for the future welfare of the total community and its citizens. Members shall represent a broad cross section of the interests and concerns within the county, but no more than two members shall be appointed from any one occupation, profession, specialty, or industry. No member of the planning commission may hold an elected public office in the county.
- (23) The commission shall perform all duties provided by law.

SECTION II. Severability. If any section, subsection, or clause of this Ordinance shall be held by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such finding shall not affect the validity of the remaining sections, subsections, and clauses of this Ordinance.

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

SECTION IV. Effective Date. This Ordinance shall be effective from and after \_\_\_\_\_, 2007.

**RICHLAND COUNTY COUNCIL**

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

ATTEST this the \_\_\_\_ day of  
\_\_\_\_\_, 2009

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

First Reading:  
Second Reading:  
Third Reading:

# Richland County Council Request of Action

**Subject**

Implementation of the Renaissance Plan (Decker Boulevard) [Pages 109-114]

**Reviews**



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# MEMORANDUM

**TO:** Richland County Development & Services Committee  
**THROUGH:** Joe Kocy, Planning Director  
**FROM:** Julie Wilkie, Comprehensive Planning Manager  
**DATE:** September 2, 2009  
**RE:** Update: Implementation of The Renaissance Plan (Decker Blvd)

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At the July 7, 2009 County Council meeting, the Honorable Jim Manning made the following motion:

*“Motion to direct staff to establish specific plans of action and associated target dates for the Project Tasks listed in the Implementation Strategies Section of The Renaissance Plan for Decker Boulevard / Woodfield Park Area for which the County is referenced in the column entitled: Implemented By on pages 52, 53 & 54 of the Neighborhood / Community Master Plan and report back to Council within 2 months of this date. Manning]: Referred to the D&S Committee. ACTION: ADMINISTRATION, PLANNING”*

Based on the above referenced motion, the Planning Department offers the following memo as an update to the implementation of The Renaissance Plan, which is intended to revitalize the Decker Boulevard Corridor and the Woodfield Park community. All of the implementation strategies listed below are outlined specifically in The Renaissance Plan (adopted June 19, 2007) as a tool for implementing this master plan. Each project/task has an identified implementation time frame.

## **IMPLEMENTATION COMPLETE**

**PROJECT/TASK:** Develop new use & development standards for Redevelopment Overlay District (RD) Zoning.

**IMPLEMENTATION TIME FRAME:** 1-5 years.

**STATUS:** This project is complete. The Corridor Redevelopment District (CRD) overlay for the Decker Blvd. corridor was adopted by County Council on March 18, 2008. The Decker Blvd/Woodfield Park (DBWP) overlay was adopted by Council on February 19, 2009. They are currently being utilized as optional overlays.

**PROJECT/TASK:** Apply the RD zoning overlay.

**IMPLEMENTATION TIME FRAME:** 1-5 years.

**STATUS:** This project is complete. The Corridor Redevelopment District (CRD) overlay for the Decker Blvd. corridor was adopted by County Council on March 18, 2008. The Decker Blvd/Woodfield Park (DBWP) overlay was adopted by Council on February 19, 2009.

**PROJECT/TASK:** Develop marketing/branding campaign.

**IMPLEMENTATION TIME FRAME:** 1-5 years.

**STATUS:** This project is complete. Decker Blvd has been branded Richland County's International Corridor. This brand has been placed on banners, which will be placed on selected light poles along Decker creating an identity among the community. These banners have already been printed and are ready for placement.



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## **CURRENT PROJECTS/TASKS BEING PURSUED**

**PROJECT/TASK:** Support planning efforts for a commuter rail/mass transit station near Decker corridor.

**IMPLEMENTATION TIME FRAME:** 1-5 years.

**STATUS:** The Central Midlands Council of Governments (CMCOG) is currently working on several feasibility studies for light rail in the Midlands. The NIP staff is involved in this process.

**PROJECT/TASK:** Reclaim developed areas of Jackson Creek wetlands & Floodway.

**IMPLEMENTATION TIME FRAME:** 1-5 years.

**STATUS:** The Planning Department is currently working with Richland County Soil & Water Conservation to potentially develop a mitigation plan for parcels along Jackson Creek. We have made contact with the owner of several parcels along the Creek.

**PROJECT/TASK:** Gateway treatments at key intersections.

**IMPLEMENTATION TIME FRAME:** 1-5 years.

**STATUS:** Three intersections along the Decker corridor are currently being considered for gateway signage: Percival, Two Notch, & Trenholm Road Extension.

**PROJECT/TASK:** Install pedestrian scale lighting.

**IMPLEMENTATION TIME FRAME:** 1-5 years.

**STATUS:** NIP is currently working with SCE&G to determine the need & cost for pedestrian scale lighting in the residential and commercial portions of The Renaissance Plan boundary.

**PROJECT/TASK:** Promote the recent SC Retail Facilities Revitalization Act to owners of vacant retail property.

**IMPLEMENTATION TIME FRAME:** 1-5 years.

**STATUS:** Information on the SC Retail Facilities Revitalization Act has been distributed to property owners along the Decker corridor. NIP is in the process of scheduling a meeting to gauge marketing opportunities. The Department is hoping that this Act will prove very useful along Decker Blvd, where there is an opportunity to upgrade existing blighted commercial properties.

**PROJECT/TASK:** Demonstration projects for on-site retention in area parking lots.

**IMPLEMENTATION TIME FRAME:** 2-5 years.

**STATUS:** The Planning Department is currently communicating with a property owner on Decker for creating a demonstration projects for Low Impact Development/Bio-retention stormwater retention in his parking lot.

**PROJECT/TASK:** Develop park/greenway/natural areas in reclaimed Jackson Creek wetlands floodway.

**IMPLEMENTATION TIME FRAME:** 2-5 years.

**STATUS:** The Planning Department is currently working with Richland County Soil & Water Conservation to potentially develop a mitigation plan for parcels along Jackson Creek. We have made contact with the owner of several parcels along the Creek. Until this phase is complete, we cannot move forward with the task of developing parks, greenways, or natural areas. However, a greenway is being explored in conjunction with the mitigation of Jackson Creek.

## **IMPLEMENTATION TIMELINE: 1-5 YEARS**

**PROJECT/TASK:** Rezone commercial parcels between Faraway and Percival to Neighborhood Commercial.

**IMPLEMENTATION TIME FRAME:** 1-5 years.

**STATUS:** Property owners have not requested rezoning. Therefore, this is not being pursued. However, this task can quickly be initiated at the direction of County Council.



**PROJECT/TASK:** Develop signed bicycle routes.

**IMPLEMENTATION TIME FRAME:** 1-5 years.

**STATUS:** If/when the County pursues the installation of bike lanes along Decker, signage will be included.

**PROJECT/TASK:** Develop plans for reuse of Decker Mall site as a festival market place.

**IMPLEMENTATION TIME FRAME:** 1-5 years.

**STATUS:** The implementation of this task depends on investment and commitment from private property owners. The Decker Boulevard Business Coalition (DBBC) is spearheading the revival of the International Bazaar for Spring 2010. However, the location is yet to be determined.

**PROJECT/TASK:** Improve pedestrian/bicycle access to schools.

**IMPLEMENTATION TIME FRAME:** 1-5 years.

**STATUS:** Due to the current economic climate and budget constraints, this project is not currently being pursued.

**PROJECT/TASK:** Remove free flow right turn lane at northwest corner of Trenholm Road/Decker intersection.

**IMPLEMENTATION TIME FRAME:** 1-5 years.

**STATUS:** This is the jurisdiction of SCDOT. Due to the current economic climate and budget constraints, this project is not currently being pursued.

**PROJECT/TASK:** Decker Blvd proposed street design (planning, design, construction).

**IMPLEMENTATION TIME FRAME:** 1-5 years.

**STATUS:** Decker Blvd is the jurisdiction of SCDOT. However, NIP is preparing to fund the preparation of engineered plans for future street design, specifically streetscaping, for the Decker Blvd corridor. Specific projects have yet to be selected. Due to budget constraints within the Department, NIP cannot fund engineered plans for all projects listed.

**PROJECT/TASK:** Brookfield Rd. proposed street design (planning, design, construction)

**IMPLEMENTATION TIME FRAME:** 1-5 years.

**STATUS:** NIP is preparing to fund the preparation of engineered plans for future street design, specifically streetscaping. Specific projects have yet to be selected. Due to budget constraints within the Department, NIP cannot fund engineered plans for all projects listed.

**PROJECT/TASK:** Proposed intersection improvements along Decker (Trenholm, O'Neil Ct, Brookfield, Faraway, Percival)

**IMPLEMENTATION TIME FRAME:** 1-5 years.

**STATUS:** NIP is preparing to fund the preparation of engineered plans for future street design, specifically streetscaping, for the Decker Blvd corridor. Specific projects have yet to be selected. Due to budget constraints within the Department, NIP cannot fund engineered plans for all projects listed.

**PROJECT/TASK:** Access management recommendations for Decker.

**IMPLEMENTATION TIME FRAME:** 1-5 years.

**STATUS:** Controlled access must be addressed for eliminating the plethora of curb cuts along Decker. However, this will take coordination with the SCDOT (this is a state road) and a great deal of commitment from the public and private sector to eliminate/close existing curb cuts and focus on shared access. NIP is preparing to fund the preparation of engineered plans, which may include access management recommendations. Specific projects have yet to be selected. Due to budget constraints within the Department, NIP cannot fund engineered plans for all projects listed.



**PROJECT/TASK:** Develop local Community Development Corporation.

**IMPLEMENTATION TIME FRAME:** 1-5 years.

**STATUS:** CDCs are nonprofit organizations that require staff and 501 c3 status. NIP can explore this option at the request of County Council.

**IMPLEMENTATION TIMELINE: 2-5 YEARS**

**PROJECT/TASK:** Develop joint use park/school playing fields on school district owned land across for Richland Northeast High School.

**IMPLEMENTATION TIME FRAME:** 2-5 years.

**STATUS:** This project has not yet been initiated by NIP.

**PROJECT/TASK:** Purchase lake front property from East Richland Sewer District for lake front park.

**IMPLEMENTATION TIME FRAME:** 2-5 years.

**STATUS:** Due to the current economic climate and budget constraints, this project is not currently being pursued.

**PROJECT/TASK:** Construct midblock crossings, pedestrian refuge islands on Decker.

**IMPLEMENTATION TIME FRAME:** 2-5 years.

**STATUS:** This is the jurisdiction of the SCDOT. Given the extensive road backlog with the SCDOT, it is unlikely that these non-vehicular improvements will be implemented. (Decker Blvd is not currently listed in the 2035 Long Range Transportation Plan or the Transportation Improvement Plan (10/1/09 - 9/31/15)). If the County wishes these amenities, the County will need to fully fund these enhancements. A possible funding source, federal transportation grants, require fully engineered construction plans as a condition of grant funding. If the County wishes to proceed with Decker Blvd enhancements, we should prepare an RFP, hire an engineering consultant and prepare construction plans for these improvements. Due to the cost of sidewalk installation, the Department is not currently pursuing this option. However, we are considering the use of NIP monies to fund the preparation of engineered plans for future sidewalks. Specific projects have yet to be selected. Due to budget constraints within the Department, NIP cannot fund engineered plans for all projects listed in the master plan.

**PROJECT/TASK:** Install bicycle lanes at identified locations.

**IMPLEMENTATION TIME FRAME:** 2-5 years.

**STATUS:** Given the extensive road backlog with the SCDOT, it is unlikely that these non-vehicular improvements will be implemented. (Decker Blvd is not currently listed in the 2035 Long Range Transportation Plan or the Transportation Improvement Plan (10/1/09 - 9/31/15)). If the County wishes these amenities, the County will need to fully fund these enhancements. A possible funding source, federal transportation grants, require fully engineered construction plans as a condition of grant funding. If the County wishes to proceed with Decker Blvd enhancements, we should prepare an RFP, hire an engineering consultant and prepare construction plans for these improvements.





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### **IMPLEMENTATION TIMELINE: 1-10 YEARS**

**PROJECT/TASK:** Develop new street and bike/ped connections.

**IMPLEMENTATION TIME FRAME:** 1-10 years.

**STATUS:** Given the extensive road backlog with the SCDOT, it is unlikely that these non-vehicular improvements will be implemented. (Decker Blvd is not currently listed in the 2035 Long Range Transportation Plan or the Transportation Improvement Plan (10/1/09 - 9/31/15)). If the County wishes these amenities, the County will need to fully fund these enhancements. A possible funding source, federal transportation grants, require fully engineered construction plans as a condition of grant funding. If the County wishes to proceed with Decker Blvd enhancements, we should prepare an RFP, hire an engineering consultant and prepare construction plans for these improvements.

**PROJECT/TASK:** Construct sidewalks in priority locations.

**IMPLEMENTATION TIME FRAME:** 1-10 years.

**STATUS:** This is the jurisdiction of the SCDOT. Given the extensive road backlog with the SCDOT, it is unlikely that these non-vehicular improvements will be implemented. (Decker Blvd is not currently listed in the 2035 Long Range Transportation Plan or the Transportation Improvement Plan (10/1/09 - 9/31/15)). If the County wishes these amenities, the County will need to fully fund these enhancements. A possible funding source, federal transportation grants, require fully engineered construction plans as a condition of grant funding. If the County wishes to proceed with Decker Blvd enhancements, we should prepare an RFP, hire an engineering consultant and prepare construction plans for these improvements. Due to the cost of sidewalk installation, the Department is not currently pursuing this option. However, we are considering the use of NIP monies to fund the preparation of engineered plans for future sidewalks. Specific projects have yet to be selected. Due to budget constraints, NIP cannot fund engineered plans for all projects listed.

**PROJECT/TASK:** Traffic calming on neighborhood streets.

**IMPLEMENTATION TIME FRAME:** 1-10 years.

**STATUS:** Due to the current economic climate and budget constraints, this project is not currently being pursued. The NIP office is currently working with Public Works to install traffic calming measures in Candlewood (another master plan area). This is feasible for Decker as well. However, it is not being pursued at this time.

**PROJECT/TASK:** Market the area to potential homebuyers and commercial tenants/investors.

**IMPLEMENTATION TIME FRAME:** 1-10 years.

**STATUS:** This is the responsibility of the private land owner. However the Department is very willing to work with private developers to enhance their properties. In addition, the Department is considering public-private partnerships for façade, stormwater, and landscaping improvements along Decker.

### **IMPLEMENTATION TIMELINE: WITHIN 10+ YEARS**

**PROJECT/TASK:** Plant street trees.

**IMPLEMENTATION TIME FRAME:** Within 10+ years.

**STATUS:** NIP is preparing to use monies to fund the preparation of engineered plans for future street design, specifically streetscaping, for the Decker Blvd corridor. Specific projects have yet to be selected. Due to budget constraints within the Department, NIP cannot fund engineered plans for all projects listed.

**PROJECT/TASK:** Plan redevelopment options for Bi-Lo shopping center.

**IMPLEMENTATION TIME FRAME:** Within 10+ years.

**STATUS:** This is the responsibility of the private land owner. However the Department is very willing to work with private developers to enhance their properties. In addition, the Department is considering public-private partnerships for façade, stormwater, and landscaping improvements along Decker.



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**PROJECT/TASK:** Promote & facilitate neighborhood infill development concepts.

**IMPLEMENTATION TIME FRAME:** Within 10+ years.

**STATUS:** This is the responsibility of the private land owner. However the Department is currently working to educate landowners in the master plan area on the incentives of the optional CRD & DBWP overlays. NIP is hopeful that this will promote and facilitate infill and redevelopment.

**PROJECT/TASK:** Work with area partners to fund new housing development and housing programs.

**IMPLEMENTATION TIME FRAME:** Within 10+ years.

**STATUS:** This project is not currently being pursued. However, the 2009 Comprehensive Plan focuses heavily on infill and redevelopment. As we move forward with master plan implementation, it is the intent of NIP to work closely with Richland County Community Development on this task.

**PROJECT/TASK:** Consolidate properties at Trenholm/Decker intersection to create opportunities for retail development.

**IMPLEMENTATION TIME FRAME:** Within 10+ years.

**STATUS:** The implementation of this task depends on investment and commitment from private property owners. Due to the current economic climate and budget constraints, this project is not currently being pursued. However, the Neighborhood Improvement Program (NIP) has been investigating possibilities for commercial demolition of unsafe structures along the Decker corridor.

**IMPLEMENTATION TIMELINE: 5-10+ YEARS**

**PROJECT/TASK:** Underground/relocate overhead utility lines.

**IMPLEMENTATION TIME FRAME:** 5-10+ years.

**STATUS:** This project is extremely costly. Due to budget constraints, it is not currently being pursued.