



RICHLAND COUNTY COUNCIL

DEVELOPMENT AND SERVICES COMMITTEE

Gwendolyn Kennedy
District 7

Damon Jeter
District 3

Norman Jackson
District 11

Jim Manning
District 8

Bill Malinowski
District 1

January 27, 2009
5:00 PM

Richland County Council Chambers
County Administration Building
2020 Hampton Street

Call to Order

Election of Chair

Approval of Minutes

November 25, 2008: Regular Meeting

Pages 3 – 5

December 16, 2008: Special Called Meeting

Pages 6 – 7

Adoption of Agenda

Items for Action

1. Request to accept a conservation easement from Mr. Kenneth Clark to protect 18 acres in northwest Richland County near the Broad River and I-20

Pages 8 – 23

2. Request to accept a conservation easement from Mr. Ralph Pearson to protect 7 acres in northwest Richland County near the Broad River off Wash Lever Road

Pages 24 – 40

3. An ordinance authorizing a quit-claim deed to Community Assistance Provider, Inc. for a certain parcel of land on the south side of Sugar Hill Lane

Pages 41 – 43

Items for Discussion / Information

4. An ordinance amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses with Special Requirements, and Special Exceptions; “Residential Uses” of Table 26-V-2; and Article Vi, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; So as to limit multi-family use in the GC General Commercial District Pages 44 – 90
(Malinowski)

5. Overview of South Carolina Residential Improvement District Act (Act 350 of 2008) Pages 91 – 93
(Malinowski)

6. Discussion of CMRTA Items:
 - a. Motion to require that CMRTA bid out the system operations contract *(Jackson)*

 - b. Motion to review the current MOU with the CMRTA to create a requirement that board membership be limited to jurisdictions providing financial support to the CMRTA *(Malinowski)*

7. Motion regarding the SCE&G Landfill *(Jackson)*
(Legal Advice: Eligible for discussion in executive session)

Adjournment

Staffed by: Joe Cronin

**Richland County Council
Development and Services Committee
November 25, 2008
5:00 PM**



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

Members Present:

Chair: Norman Jackson
Member: Bill Malinowski
Member: Bernice G. Scott
Member: Kit Smith

Absent: Damon Jeter

Others Present: Valerie Hutchinson, Paul Livingston, Joyce Dickerson, Milton Pope, Tony McDonald, Roxanne Matthews, Joe Cronin, Larry Smith, Joseph Kocy, Amelia Linder, Teresa Smith, Jim Wilson, Daniel Driggers, Valeria Jackson, Tiaa Rutherford, Michael Byrd, Stephany Snowden, Tamara King, Pam Davis, Roger Myers, Harry Reed, Monique Walters

CALL TO ORDER

The meeting was called to order at approximately 5:15 p.m.

APPROVAL OF MINUTES

October 28, 2008 (Regular Session) – Mr. Malinowski moved, seconded by Ms. Scott, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. Malinowski moved, seconded by Ms. Scott, to adopt the agenda as distributed. The vote in favor was unanimous.

PRESENTATIONS

Overview of Current Transit Funding Situation – Ms. Javers gave a brief overview of the current transit funding situation of the CMRTA.

Ozone Non-Attainment Boundary Recommendation – Mr. Cronin gave a brief overview of the recommendations for the proposed non-attainment boundary.

Mr. Malinowski moved to endorse the proposed non-attainment boundaries and direct the County Administrator to send a letter to DHEC for the public comment period.

Ms. Scott made a substitute motion, seconded by Mr. Malinowski, to forward this item to Council without a recommendation. The vote in favor was unanimous.

ITEMS FOR ACTION

Request to approve the collaboration between the Planning and Community Development Departments for the purpose of leveraging resources and funds for neighborhood programs and improvements – Ms. Scott moved, seconded by Mr. Malinowski, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

Request to approve a change order with Thomas & Hutton in the amount of \$120,120 for the watershed modeling project of Gills Creek and Crane Creek – Ms. Scott moved, seconded by Mr. Malinowski, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

An Ordinance amending the Richland County Code of Ordinances, Chapter 10, Fire Prevention and Protection – Ms. Scott moved, seconded by Mr. Malinowski, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

Alternative Dirt Road Paving Program/Ordinance to permit adoption of countywide dirt road paving program standards – Ms. Scott moved, seconded by Mr. Malinowski, to forward this item to Council without a recommendation. The vote in favor was unanimous.

ITEMS FOR DISCUSSION/INFORMATION

Overview of South Carolina Residential Improvement District Act (Act 350 of 2008) – No action taken.

Motion to require that CMRTA bid out the system operations contract – No action taken.

Motion regarding the SCE&G Landfill – No action taken.

ADJOURNMENT

The meeting adjourned at approximately 6:15.

Submitted by,

Norman Jackson, Chair

The minutes were transcribed by Michelle M. Onley

**Richland County Council
Special Called Meeting
Development and Services Committee
December 16, 2008
5:30 PM**



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

Members Present:

Chair: Norman Jackson
Member: Damon Jeter
Member: Bernice G. Scott
Member: Kit Smith

Absent: Bill Malinowski

Others Present: Valerie Hutchinson, Greg Pearce, Michelle Cannon-Finch, Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Matthews, Joe Cronin, Larry Smith, Valeria Jackson, Jennifer Dowden, Tamara King, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 5:30 p.m.

ADOPTION OF AGENDA

The agenda was adopted unanimously.

ITEM FOR ACTION

A resolution to rename the Columbia Owens Downtown Airport as the Jim Hamilton Airport in honor of Mr. Hamilton's 46 years of service as Airport Manager – The committee recommended forwarding this item to Council for approval. The vote was in favor.

Richland County Council
Special Called Meeting
Development and Services Committee
December 16, 2008
Page Two

ADJOURNMENT

The meeting adjourned at approximately 5:40.

Submitted by,

Norman Jackson, Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject: Conservation Easement

A. Purpose

County Council is requested by the Conservation Commission to accept a conservation easement on 18 acres as a donation in northwest Richland County near the Broad River and I-20 in order to protect a valuable floodplain, wetlands, natural resources, water quality, wildlife, and preserve valuable open space.

B. Background / Discussion

Kenneth Clark, 1601 Old Tamah Road, Irmo, SC 29063, has made a formal application to the Conservation Commission to help protect his valuable natural resources, wetlands, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for timber, wildlife, and scenic beauty. The property is a critical segment of the Broad River floodplain and offers a trail corridor along Broad River. The property faces development pressures on Broad River to be converted to high density sub-divisions. The property is located in County Council District #2 where extensive development has occurred. The Clark Family would like to contribute to a new conservation image for their community and protect the Broad River corridor. We salute their donation and conservation values.

C. Financial Impact

The Conservation Commission voted unanimously to make this easement request to County Council with fair compensation for the landowner. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. We recommend Commission funds of \$1,000 per acre be used as fair compensation on this easement. We consider this agreement to be beneficial to both parties and it meets the goals of Richland County in a true volunteer partnership. The indirect benefits and cost to Richland County will be less storm water issues, improved water quality, and preserving wildlife and valuable green space in a floodplain area of Broad River.

D. Alternatives

1. **Approve the request** to accept the conservation easement in perpetuity with compensation 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 18 acres owned by Kenneth Clark.

Recommended by:	Department:	Date:
<u>Maxey Love, Chair</u> <u>Jim Wilson, Program Manager</u>	<u>Conservation Commission</u> <u>Richland County</u>	<u>11-17-2008</u>

F. Reviews

Finance

Reviewed by: Daniel Driggers Date: 1/20/09
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation: Based on available funds and Commission recommendation.

Legal

Reviewed by: Larry Smith Date: 1/20/09
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Administration

Reviewed by: Sparty Hammett Date: 1/20/09
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:



CONSERVATION EASEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

NEED PROPERTY DESCRIPTION

1. Grant of Conservation Easement

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

2. Statement of Purpose

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

3. Rights and Responsibilities Retained by Grantor

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

4. Limitation on Subdivision and Development

The Property is currently comprised of the parcel shown on Attachment A, which is all contained on one tax map. The Property may be subdivided to create one (1) new residential lot not to exceed one (1) acre, provided that this lot is certified to be outside the floodway as designated by Richland County. There shall be no multi-family, industrial, or commercial use of the Property.

5. Rights to Use Property for Traditional Purposes

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

6. Right to Privacy

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

7. Right to Use the Property for Customary Rural Enterprises

Grantor retains the rights to use the Property for otherwise lawful and customary rural enterprises, such as, but not limited to, processing, packaging and marketing of farm products;

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

8. Permission of Grantee

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

9. Construction of Buildings and Other Improvements

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

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

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

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

10. Maintenance and Improvement of Water Sources

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

11. Water Rights

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

12. Conservation Practices

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

13. Application of Waste Materials

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

14. Forest Management

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

15. Mining

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

16. Paving and Road Construction

Construction and maintenance of unpaved roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement are permitted. Other than the roads approved in the reserved area under Section 9, no portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the permission of Grantee.

17. Hazardous Waste

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

18. Ongoing Responsibilities of Grantor and Grantee

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

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

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

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

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

19. Extinguishment of Development Rights

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

20. Enforcement

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

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

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

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

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

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

21. Transfer of Easement

Grantee shall have the right to transfer this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code and under the S.C. Conservation Easement Act of 1991, provided the transferee expressly agrees to assume the responsibility imposed on Grantee by this Easement. Grantee shall notify Grantor in writing at least thirty (30) days before any easement transfer. Transfer shall not occur before Grantor has given written consent, which will not be unreasonably withheld.

22. Transfer of Property

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

23. Amendment of Easement

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

24. Extinguishment

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

25. Proceeds

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

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

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

26. Interpretation

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

27. Successors

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

28. Severability

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

29. Notices

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

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

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

30. Grantor's Title Warranty

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

31. Subsequent Liens on Property

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

32. Subsequent Encumbrances

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

33. Grantor's Environmental Warranty

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

34. Perpetuation of Easement

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

35. Acceptance

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

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

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

Witness

Clark Family Real Estate Trust
Kenneth Clark

Witness

Accepted:

Witness: _____

Richland County

By _____

Chairman

Witness

Acknowledgments

County of Richland
State of South Carolina,

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

Notary Public (SEAL)
My commission expires:

Acknowledgments

County of Richland
State of South Carolina,

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

Notary Public (SEAL)
My commission expires:

Richland County Council Request of Action

Subject: Conservation Easement

A. Purpose

County council is requested by the Conservation Commission to accept a conservation easement on 7 acres with fair compensation in northwest Richland County near the Broad River off Wash Lever Road in order to protect valuable natural resources, floodplains, water quality, and preserve valuable open space. This property joins an existing conservation easement area to further protect a critical buffer floodplain on the Broad River.

B. Background / Discussion

Mr. Ralph Pearson, 151 River Oak Road, Little Mountain, SC 29075 has made a formal application to the Conservation Commission to help protect his valuable property for conservation purposes, natural resources, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for, wildlife, and scenic beauty. The property is a critical segment of the Broad River 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 #1 where extensive development has occurred. The Pearson Family would like to contribute to a new conservation image for their community. We salute their donation and conservation values.

C. Financial Impact

The Conservation Commission voted unanimously voted to make this easement request to County Council with fair compensation. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. The property was appraised at \$28,000 per acre. The owner has requested \$5000 per acre as fair compensation for this valuable easement. Funds are available through the Conservation Commission's annual appropriations for land easements. 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 8 acres owned by Ralph Pearson.

Recommended by:	Department:	Date:
<u>Maxey Love, Chair</u> <u>Jim Wilson, Program Manager</u>	<u>Conservation Commission</u> <u>Richland County</u>	<u>11-17-2008</u>

F. Reviews

Finance

Reviewed by: Daniel Driggers Date: 1/20/09
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation: Based on available funds and Commission recommendation. We would recommend that Council ensure that the determination of compensation per acre be appropriately documented for future reviews.

Legal

Reviewed by: Larry Smith Date: 1/20/09
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Administration

Reviewed by: Sparty Hammett Date: 1/20/09
✓ Recommend Council approval Recommend Council denial
Comments regarding recommendation:



CONSERVATION EASEMENT

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

WITNESSETH:

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

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

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

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

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

- The preservation of land of historic importance to Richland County because of its relationship to the agrarian past and historic development of the community.
- The protection of water quality deriving from the property's location on the Broad River, which provides a source of drinking water and recreation for the Midlands of South Carolina.
- The provision of recreational opportunities as expressed in the Plans for the Broad River, "What 90 Miles of River Can Be," developed by the River Alliance, a cooperative program of area local governments.
- The preservation of significant wildlife habitat and traditional flora and fauna in this habitat rich area and providing a wildlife connection to the Broad River.
- The continuation of a County policy of preserving Broad River frontage as evidenced by the obtainment of an easement on an adjacent property.

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

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

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

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

1. Grant of Conservation Easement

Grantor hereby voluntarily grants and conveys to Grantee, and Grantee hereby voluntarily accepts, a perpetual Conservation Easement, an immediately vested interest in real property defined by the South Carolina Conservation Easement Act of 1989 of the nature and character described herein. Grantor will neither perform, nor knowingly allow another person to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described below.

2. Statement of Purpose

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

3. Rights and Responsibilities Retained by Grantor

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

4. Limitation on Subdivision

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

5. Rights to Use Property for Traditional Purposes

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

6. Right to Privacy

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

7. Right to Use the Property for Customary Rural Enterprises

Grantor retains the rights to use the Property for otherwise lawful and customary rural enterprises, such as, but not limited to, processing, packaging and marketing of farm products; farm machinery repair; or firewood distribution, recreational hunting, fishing and river access, so long as such uses are not inconsistent with the purposes of this easement.

8. Permission of Grantee

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

Property. Grantee shall not be liable for any failure to grant permission or approval to Grantor hereunder.

9. Procedure to Construct Buildings and Other Improvements

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

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

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

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

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

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

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

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

10. Maintenance and Improvement of Water Sources

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

11. Water Rights

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

12. Conservation Practices

All agricultural or timbering operations on the Property shall be conducted in a manner consistent with commonly accepted best management Practices. All agricultural operations shall be conducted in accordance with applicable law.

13. Application of Waste Materials

The land application, storage and placement on the Property of domestic septic effluent and municipal, commercial or industrial sewage sludge or liquid generated from such sources for agricultural purposes may be undertaken only if in accordance with applicable law and only if a qualified professional environmental consultant certifies in writing that the application of said materials will not substantially diminish the conservation features and productivity of the Property.

14. Forest Management

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

Existing stands of non-hardwood species may be commercially timbered and replanted in accordance with either the conservation plan referenced in Paragraph 12 above or a forest management plan prepared by a qualified professional forester.

15. Mining

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

16. Paving and Road Construction

Construction and maintenance of unpaved roads that may be reasonably necessary and incidental to carrying out the improvements and uses permitted on the Property by this Easement are permitted provided that there shall only be allowed one such road for the residential dwelling existing on the property at the time of execution of this easement. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, without the permission of Grantee.

17. Hazardous Waste

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

18. Ongoing Responsibilities of Grantor and Grantee

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

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

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

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

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

19. Extinguishment of Development Rights

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

20. Enforcement

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

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

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

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

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

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

21. Transfer of Easement

Grantee shall have the right to transfer this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code and under the S.C. Conservation Easement of 1985, provided the transferee expressly agrees to assume the responsibility imposed on Grantee by this Easement. Grantee shall notify Grantor in writing at least thirty (30) days before any easement transfer. Transfer shall not occur before Grantor has given written consent, which will not be unreasonably withheld.

22. Transfer of Property

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

23. Amendment of Easement

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

24. Extinguishment

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

25. Proceeds

The donation of this Easement gives rise to a property right, immediately vested in Grantee which, for purposes of calculating proceeds from a sale or other disposition of the Property as contemplated under Paragraph 24 above, shall have a value equal to a percentage (the "Proportionate Share") of the value of the Property unencumbered by this Easement. The Proportionate Share shall be determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. The Proportionate Share shall remain constant. Grantee shall not be entitled to any proceeds from the sale or disposition of the property except pursuant to Section 24.

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

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

26. Interpretation

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

27. Successors

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

28. Severability

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

29. Notices

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

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

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

30. Grantor's Title Warranty and Mortgages

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

31. Subsequent Liens on Property

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

32. Subsequent Encumbrances

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

33. Grantor’s Environmental Warranty

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

34. Perpetuation of Easement

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

35. Acceptance

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

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

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

Granted
Witness:

Ralph B. Pearson

Elizabeth L. Pearson

Accepted:

Witness:

By _____
Chairman
Richland County Council

Attachment A

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

Acknowledgments

County of Richland
State of South Carolina,

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

Notary Public (SEAL)
My commission expires:

Acknowledgments

County of Richland
State of South Carolina,

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

Notary Public (SEAL)
My commission expires:

Richland County Council Request for Action

Subject: Grant Quit-Claim Deed to property abutting 720 Sugar Hill Lane

A. Purpose

County Council is requested to grant a quitclaim deed to Community Assistance Provider, Inc. for a portion of 720 Sugar Hill Lane.

B. Background / Discussion

Community Assistance Provider, Inc. is working with our Community Development Department (Jocelyn Jennings) to provide affordable housing in low income areas. 720 Sugar Hill Lane is one of the projects they have taken on in the Arthurtown neighborhood, a target area with the Richland County Community Development Department.

Richland County, as well as Community Assistance Provider, Inc. received deeds for property on or related to 720 Sugar Hill Lane from the Forfeited Land Commission. Unfortunately, the legal description in the deed to Richland County is somewhat ambiguous and appears to convey land that was then subsequently conveyed to Community Assistance Provider, Inc. Community Assistance Provider, Inc., in conjunction with our Community Development Department, is now trying to sell the home built on this property; however, because of the vague legal description in the deed to Richland County from the Forfeited Land Commission, the closing attorney will not move forward. Community Assistance Provider, Inc. and the Richland County Community Development Department now request that County Council grant a quitclaim deed to Community Assistance Provider, Inc. for that property in question that abuts 720 Sugar Hill Lane.

C. Financial Impact

There is no known financial impact associated with this request.

D. Alternatives

1. Grant the quitclaim deed to Community Assistance Provider, Inc.
2. Do not grant the quitclaim to Community Assistance Provider, Inc.

E. Recommendation

Grant the quitclaim deed to Community Assistance Provider, Inc.

Recommended by: Elizabeth A. McLean **Department:** Legal **Date:** 1/25/2009

F. Reviews

Finance

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

Date: 1/20/2009
 Recommend Council denial

Legal

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

Date: 1/20/2009
 Recommend Council denial

Administration

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

Date: 1/20/2009
 Recommend Council denial

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

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

Richland County Council Item for Discussion / Information

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE V, ZONING DISTRICTS AND DISTRICT STANDARDS; SECTION 26-141, TABLE OF PERMITTED USES WITH SPECIAL REQUIREMENTS, AND SPECIAL EXCEPTIONS; “RESIDENTIAL USES” OF TABLE 26-V-2.; AND ARTICLE VI, SUPPLEMENTAL USE STANDARDS; SECTION 26-151, PERMITTED USES WITH SPECIAL REQUIREMENTS; SO AS TO LIMIT MULTI-FAMILY USE IN THE GC GENERAL COMMERCIAL DISTRICT.

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

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

(ORDINANCE CONTINUES ON NEXT PAGE)

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LJ	HI
Residential Uses																	
Accessory Dwellings		SR	SR	SR	SR	SR	SR		P	P					SR		
Common Area Recreation and Service Facilities		P	P	P	P	P	P	P	P	P	P	P	P	P			
Continued Care Retirement Communities		SE	SE						SR	SR	SR	SR	SR	SR			
Dormitories										P	SE			SE			
Dwellings, Conventional or Modular																	
Multi-Family, Not Otherwise Listed									P	P	P			P SR			
Single-Family, Detached		P	P	P	P	P	P	P	P	P							
Single-Family, Zero Lot Line, Common						SE	SE		SR	SR	SR			SR			
Single-Family, Zero Lot Line, Parallel				SR	SR	SR	SR		SR	SR	SR						
Two-Family									P	P							
Dwellings, Manufactured Homes on Individual Lots		SR	SR	SR				SR							SE		
Fraternity and Sorority Houses									P	P	P			P			
Group Homes (9 or Less Fewer)		SR	SR	SR	SR	SR	SR	SR	SR	SR							
Group Homes (10 or More)										SE	SE	SE	SE	SE			
Manufactured Home Parks								SR									
Rooming and Boarding Houses										SE	SE	SE	SE	P			
Special Congregate Facilities											SE	SE	SE	SE			

SECTION II. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (b), Permitted Uses with Special Requirements Listed by Zoning District; is hereby amended to read as follows:

- (1) Accessory Dwellings - (RU, RR, RS-E, RS-LD, RS-MD, RS-HD, M-1)
- (2) Amusement or Water Parks, Fairgrounds - (GC, M-1, LI)
- (3) Animal Shelters - (GC, M-1, LI)
- (4) Antennas - (All Districts)
- (5) Athletic Fields - (TROS, NC, RC)
- (6) Banks, Finance, and Insurance Offices – (NC, RC)
- (7) Barber Shops, Beauty Salons, and Related Services - (RU, RM-MD, RM-HD)
- (8) Bars and other Drinking Places - (RC, GC, M-1, LI)
- (9) Batting Cages - (GC, M-1, LI)
- (10) Bed and Breakfast Homes/Inns - (RR, RM-MD, RM-HD, RC)
- (11) Beer/Wine/Distilled Alcoholic Beverages – (GC)
- (12) Body Piercing Facilities – (GC)
- (13) Buildings, High-Rise, Four (4) or Five (5) Stories – (RM-HD, OI, GC)
- (14) Car and Light Truck Washes- (RC)
- (15) Cemeteries and Mausoleums - (OI, NC, RC, GC, M-1, LI, HI)
- (16) Continued Care Retirement Communities - (RM-MD, RM-HD, OI, RC, GC)
- (17) Construction, Building, General Contracting, with Outside Storage - (M-1, LI)
- (18) Construction, Building, Heavy, with Outside Storage - (M-1, LI)
- (19) Construction, Special Trades, with Outside Storage - (M-1, LI)

- (20) Country Clubs with Golf Courses - (TROS, RU, GC, M-1, LI)
- (21) Day Care, Adult, Home Occupation (5 or fewer) – (RU, RR, RS-E, RS-LD, RS-MD, RS-HD, MH, RM-MD, RM-HD, OI, GC)
- (22) Day Care Centers, Adult - (RU, OI, NC, RC, GC, M-1)
- (23) Day Care, Child, Family Day Care, Home Occupation (5 or fewer) - (RU, RR, RS-E, RS-LD, RS-MD, RS-HD, MH, RM-MD, RM-HD, OI, GC)
- (24) Day Care Centers, Child, Licensed Centers - (RU, OI, RC, GC, M-1)
- (25) Drugs and Druggists' Sundries – (GC)
- (26) Durable Goods, Not Otherwise Listed – (GC)
- (27) Dwellings, Manufactured Homes on Individual Lots - (RU, MH)
- (28) Dwellings, Manufactured Homes on Individual Lots - (RR, RS-E)
- (29) Dwellings, Multi-Family, Not Otherwise Listed – (GC)
- (2930) Dwellings, Single Family, Zero Lot Line, Common and Parallel - (Common: RM-MD, RM-HD, OI, GC, M-1; Parallel: RS-E, RS-LD, RS-MD, RS-HD, RM-MD, RM-HD, OI, M-1)
- (3031) Electrical Goods – (GC)
- (3132) Fuel Oil Sales (Non-Automotive) - (M-1, HI)
- (3233) Furniture and Home Furnishings – (GC)
- (3334) Golf Courses - (TROS, GC, M-1, LI)
- (3435) Golf Driving Ranges (Freestanding) - (TROS, RC, GC, M-1, LI)
- (3536) Go-Cart, Motorcycle, and Similar Small Vehicle Tracks - (GC)
- (3637) Group Homes (9 or Less Fewer) - (RU, RR, RS-E, RS-LD, RS-MD, RS-HD, MH, RM-MD, RM-HD)
- (3738) Home Occupations - (RU, RR, RS-E, RS-LD, RS-MD, RS-HD, MH, RM-MD, RM-HD, OI, NC, RC, GC)
- (3839) Kennels - (RU, OI, RC, GC, M-1, LI)

- (~~3940~~) Libraries – (RU, RR, RS-E, RS-LD, RS-MD, RS-HD, MH, RM-MD, RM-HD)
- (~~4041~~) Lumber and Other Construction Materials – (GC)
- (~~4142~~) Machinery, Equipment and Supplies – (GC)
- (~~4243~~) Manufactured Home Sales – (GC, M-1)
- (~~4344~~) Manufactured Home Parks – (MH, M-1)
- (~~4445~~) Market Showrooms - (GC)
- (~~4546~~) Motor Vehicles, New Parts and Supplies – (GC)
- (~~4647~~) Motor Vehicles, Tires and Tubes – (GC)
- (~~4748~~) Nondurable Goods, Not Otherwise Listed – (GC)
- (~~4849~~) Paints and Varnishes – (GC)
- (~~4950~~) Pet Care Services – (NC, RC)
- (~~5051~~) Petroleum and Coal Products Manufacturing - (HI)
- (~~5152~~) Petroleum and Petroleum Products - (M-1, HI)
- (~~5253~~) Places of Worship – (RU, RR, RM-MD, RM-HD, RC)
- (~~5354~~) Plumbing and Heating Equipment and Supplies – (GC)
- (~~5455~~) Poultry Farms – (RU)
- (~~5556~~) Produce Stands – (RU)
- (~~5657~~) Public or Private Parks- (All Districts)
- (~~5758~~) Public Recreation Facilities- (All Districts)
- (~~5859~~) Radio, Television, and Other Similar Transmitting Towers – (M-1)
- (~~5960~~) Recreational Vehicle Parks and Recreation Camps – (RU)
- (~~6061~~) Rental Centers, With Outside Storage – (GC)

- (~~6162~~) Repair and Maintenance Service, Appliance and Electronics - (RC, GC, M-1, LI)
- (~~6263~~) Research and Development Services – (OI)
- (~~6364~~) Schools, Including Public and Private Schools, Having a Curriculum Similar to Those Given in Public Schools - (RU, RR, RS-E, RS-LD, RS-MD, RS-HD, MH, RM-MD, RM-HD)
- (~~6465~~) Sexually Oriented Businesses - (GC, HI)
- (~~6566~~) Sporting Firearms and Ammunition – (GC)
- (~~6667~~) Swim and Tennis Clubs – (TROS)
- (~~6768~~) Swimming Pools - (TROS, RU, RR, RS-E, RS-LD, RS-MD, RS-HD, MH, RM-MD, RM-HD, OI, NC, RC, GC)
- (~~6869~~) Tobacco and Tobacco Products – (GC)
- (~~6970~~) Utility Substations - (All Districts)
- (~~7071~~) Veterinary Services (Non-Livestock, May Include Totally Enclosed Kennels Operated in Connection with Veterinary Services) - (OI, NC)
- (~~7172~~) Warehouses (General Storage, Enclosed, Not Including Storage of Any Hazardous Materials or Waste as Determined by Any Agency of the Federal, State, or Local Government) - (OI, NC, RC, GC)
- (~~7273~~) Warehouses (Self Storage) - (RC, GC, M-1, LI)
- (~~7374~~) Yard Sales - (RU, RR, RS-E, RS-LD, RS-MD, RS-HD, MH, RM-MD, RM-HD, OI, NC, RC, GC)
- (~~7475~~) Zoos and Botanical Gardens – (GC, M-1)

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

- (c) *Standards.* The development standards listed herein are additional to other requirements of this chapter. These development standards are use-specific and apply to those uses designated with an “SR” in the Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions (Table 26-V-2. Section 26-141).

(1) *Accessory dwellings.*

- a. Use districts: Rural; Rural Residential; Residential, Single-Family, Estate; Residential, Single-Family, Low Density; Residential, Single-Family, Medium Density; Residential, Single-Family, High Density, M-1 Light Industrial.
- b. Accessory dwellings shall be located only on lots containing one single-family detached structure. (However, other conforming accessory structures may also be located on the lot).
- c. Only one accessory dwelling shall be permitted per single-family dwelling.
- d. If the accessory dwelling is located within the same structure as the principal dwelling, the principal dwelling shall not be altered in any way so as to appear from a public or private road to be multi-family housing.
- e. A manufactured home may not be used as an accessory dwelling.
- f. The gross floor area of the accessory dwelling shall not exceed five hundred (500) square feet or contain more than one-fourth of the heated floor area of the principal single-family dwelling, whichever is greater.

(2) *Amusement or waterparks, fairgrounds.*

- a. Use districts: General Commercial; M-1 and LI Light Industrial.
- b. The minimum lot size for an amusement park, waterpark, or fairground shall be five (5) acres.
- c. No principal building or structure shall be located within fifty (50) feet of any property line.
- d. Security fencing, a minimum of six (6) feet in height, shall be provided along the entire boundary of the park activities.
- e. No amusement equipment, machinery, or mechanical device of any kind may be operated within two hundred (200) feet of any residentially zoned property.

(3) *Animal shelters.*

- a. Use districts: General Commercial; M-1 and LI Light Industrial.

- b. Any building (which is part of an animal shelter) housing animals shall be located a minimum of one hundred and fifty (150) feet from any residentially zoned or developed property.
- c. Fenced outdoor runs are allowed for use during the hours of 6:00 am to 10:00 p.m.; however, no animal may be kept in the run for boarding purposes, and pens for the animals must be located indoors. Feeding of animals must be conducted indoors and is prohibited in the runs.
- d. All animal refuse and food must be kept in airtight containers and disposed of on a regular basis. Animal wastes shall not be stored any closer than fifty (50) feet from any property line or surface water.

(4) *Antennas.*

- a. Use districts: All Districts.
- b. In residential districts, no antenna shall be permitted between the front of a principal structure and any adjacent public road. In the case of corner lots, no antenna shall be permitted between the side of a principal structure and the road. No dish type antenna more than eighteen (18) inches in diameter shall be placed on the roof or other portion of a building so as to be visible from any adjacent property.
- c. In nonresidential districts, antennas may be placed at any location that is not visible from any adjacent public road. Antennas may be placed on top of a principal structure less than thirty (30) feet in height, provided that screening is provided with materials compatible with the principal structure at least equal in height to the antenna. Antennas may be placed on top of a flat roofed structure that exceeds thirty (30) feet in height. Antennas erected on any pitched roof structure, regardless of height of the structure, must be screened with materials compatible with the principal structure. The screening shall not be less than the height of the antenna. In these districts, dish type antennas measuring less than three (3) feet in diameter may be placed at any location on a principal structure, except for the building façade or any road oriented side wall.

(5) *Athletic fields.*

- a. Use districts: Traditional Recreation Open Space; Neighborhood Commercial; Rural Commercial.
- b. All athletic fields shall have primary access to collector or thoroughfare roads.
- c. Lights shall be positioned and shielded so as not to shine onto adjacent properties.
- d. Loud speaker systems shall not be operated before 8:00 a.m. or after 10:00 p.m.

(6) *Banks, finance, and insurance offices.*

- a. Use districts: Neighborhood Commercial; Rural Commercial.
- b. No drive-thru service permitted.

(7) *Barber shops, beauty salons, and related services.*

- a. Use districts: Rural; Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density.
- b. No more than four (4) workstations are permitted.
- c. Signage shall be limited to a single sign, not to exceed three (3) square feet and not containing internal lighting. Such signage shall be attached to the building.

(8) *Bars and other drinking places.*

- a. Use districts: Rural Commercial; General Commercial; M-1 and LI Light Industrial.
- b. Lots used for drinking places shall be located no closer than four hundred (400) feet from any other lot used as a drinking place, and shall be no closer than six hundred (600) feet to any lot which contains a school (public or private) or a place of worship.
- c. Bars and other drinking places shall provide adequate off-street parking at a rate of twelve (12) spaces for each one thousand (1,000) square feet of gross floor area.
- d. Parking areas related to the establishment of a bar or other drinking place shall be located no closer than thirty (30) feet to the property line of residentially zoned or used property.

- e. A minimum six (6) foot high opaque fence shall be erected adjacent to the property line of abutting residentially zoned or used property.

(9) *Batting cages.*

- a. Use districts. General Commercial; M-1 and LI Light Industrial.
- b. No equipment, machinery, or mechanical device of any kind shall be operated within two hundred (200) feet of any residentially zoned property.
- c. Fencing, netting or other control measures shall be provided around the perimeter of the batting area to prevent balls from leaving the designated area.
- d. Lights shall be positioned and shielded so as not to shine onto adjacent properties.
- e. Loud speaker systems shall not be operated before 8:00 a.m. or after 10:00 p.m.

(10) *Bed and breakfast homes/inns.*

- a. Use districts: Rural Residential; Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density; Rural Commercial.
- b. Bed and breakfast homes/inns shall be located a minimum of one thousand five hundred (1,500) feet from any other bed and breakfast home/inn
- c. The owner or manager of the home/inn shall reside on the property.
- d. The maximum number of guest rooms provided by the bed and breakfast home/inn shall be five (5).
- e. Activities and functions designed to accommodate the guests shall take place within the principal structure.
- f. Off-street parking for bed and breakfast homes/inns shall be provided as required in Section 26-173 of this chapter. Parking shall be provided on the same lot on which the bed and breakfast inn is located, at the rear of the lot, and screened (with vegetation) from adjacent properties and from the road.

- g. In the residential districts, signage shall be limited to a single sign, not to exceed three (3) square feet and not containing internal lighting. Such signage shall be attached to the building.
- h. Exterior lighting shall be residential in nature and shall not be directed toward adjacent properties.
- i. No meals may be served to anyone other than staff and guests registered at the inn.
- j. No exterior alterations, other than those necessary to ensure the safety and accessibility of the structure, shall be made to any building for the purpose of providing a bed and breakfast home/inn.

(11) *Beer/Wine/Distilled Alcoholic Beverages.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 *infra*.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 *infra*.

(12) *Body Piercing Facilities.*

- a. Use districts: General Commercial.
- b. The applicant must receive a license from the South Carolina Department of Health and Environmental Control (SCDHEC) to operate the facility.

(13) *Buildings, high-rise, four (4) or five (5) stories.*

- a. Use districts: Residential, Multi-Family, High Density; Office and Institutional; General Commercial.
- b. The minimum lot size to establish a high-rise building shall be one (1) acre.
- c. The minimum lot width to establish a high-rise building shall be one hundred and fifty (150) feet.
- d. A high-rise structure shall be set back a minimum of twenty-five (25) feet from all property lines.
- e. In the RM-HD District, the maximum lot coverage for a high-rise building shall be thirty-five percent (35%). In the GC and OI Districts, the maximum lot coverage for a high-rise building shall be forty-five percent (45%).
- f. Increase of allowable lot coverage:
 - 1. Additional lot coverage may be allowed on a foot for foot basis equal to the number of square feet provided on the structure above the first level in the form of landscaped roof gardens, solariums, recreational spaces and the like made available generally to tenants. In no case shall such an increase in coverage exceed an amount equal to ten percent (10%) of the total lot area upon which the high-rise structure is located.
 - 2. Parking lots or structures to accommodate required parking may be erected to cover not more than thirty percent (30%) of the total lot area in addition to the coverage listed in paragraph e. of this subsection.
- g. No portion of any high-rise building shall project through imaginary planes leaning inward over the lot from the exterior lot lines of the parcel at angles representing two (2) feet in height for each one (1) foot of horizontal distance from such lot line.
- h. Parking and loading facilities shall be provided as required by Section 26-173 and Section 26-174 of this chapter. No parking lots shall be permitted within any required setback.

(14) *Car and light truck washes.*

- a. Use districts: Rural Commercial.

- b. Buildings shall not be less than seventy-five (75) feet from any interior side or rear property line that adjoins a residentially zoned or used property.
- c. The hours of operation shall be limited to the hours between 7:00 a.m. and 10:00 p.m.
- d. Adequate provisions shall be made for the safe and efficient disposal of waste products.

(15) *Cemeteries and mausoleums.*

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

(16) *Continued care retirement communities.*

- a. Use districts: Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density; Office Institutional; Rural Commercial; General Commercial.
- b. The minimum lot size to establish a continued care retirement community shall be one (1) acre.
- c. No parking space or driveway shall be located closer than twenty (20) feet to any other residence not a part of the community.
- d. The front setback shall be the same as permitted in the respective district, but shall not be less than the lesser setback of any existing homes on adjacent lots. The side and rear setbacks shall be twenty (25) feet.
- e. All facilities shall be solely for the use of the residents and their guests.

(17) *Construction, building, general contracting, with outside storage.*

- a. Use districts: M-1 and LI Light Industrial.

- b. All outside storage shall be completely screened from adjacent roads and residentially zoned or used properties.
- (18) *Construction, building, heavy, with outside storage.*
- a. Use districts: M-1 and LI Light Industrial.
 - b. All outside storage shall be completely screened from adjacent roads and residentially zoned or used properties.
- (19) *Construction, special trades, with outside storage.*
- a. Use districts: M-1 and LI Light Industrial.
 - b. All outside storage shall be completely screened from adjacent roads and residentially zoned or used properties.
- (20) *Country clubs with golf courses.*
- a. Use districts: TROS, Rural; General Commercial; M-1 and LI Light Industrial.
 - b. There shall be a minimum fifty (50) foot setback between clubhouses, swimming pools, lighted tennis courts, or athletic fields and adjacent residentially zoned or used property.
 - c. In the Rural District, club facilities may not be used between 12:00 midnight and 7:00 a.m., Sunday through Thursday and between 1:00 a.m. and 7:00 a.m. on Friday and Saturday nights..
- (21) *Day care, adult, home occupation (five or fewer).*
- a. Use districts: Rural; Rural Residential; Residential, Single-Family – Estate; Residential, Single-Family - Low Density; Residential, Single-Family – Medium Density; Residential, Single-Family – High Density; Manufactured Home; Residential, Multi-Family – Medium Density; Residential, Multi-Family – High Density; Office and Institutional; General Commercial.
 - b. An adult day care, home occupation, with five (5) or fewer attendees must be operated in an occupied residence.
 - c. Client pick-up and drop-off shall not obstruct traffic flow on adjacent public roads.
 - d. All other state and federal regulations shall be met.

(22) *Day care centers, adult.*

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

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

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

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

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

(25) *Drugs and Druggists’ Sundries.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

(26) *Durable Goods, Not Otherwise Listed.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

(27) *Dwellings, manufactured homes on individual lots.*

- a. Use districts: Rural, Manufactured Home Park.

- b. Manufactured homes must meet the standards set by the Federal Manufactured Housing Construction and Safety Standards Act of 1974 (which became effective June 15, 1976), as revised and in effect on the date the application is made for a land development permit.
- c. The tongue, axles, transporting lights, and removable towing apparatus must be removed subsequent to final placement.
- d. Manufactured home skirting or a continuous, permanent masonry foundation, unpierced except for openings required by the building code for ventilation, utilities and access, shall be installed under the manufactured home.

(28) *Dwellings, manufactured homes on individual lots.*

- a. Use districts: Rural Residential; Residential, Single-Family, Estate.
- b. Manufactured homes must meet the standards set by the Federal Manufactured Housing Construction and Safety Standards Act of 1974 (which became effective June 15, 1976), as revised and in effect on the date the application is made for a land development permit.
- c. The tongue, axles, transporting lights, and removable towing apparatus must be removed subsequent to final placement.
- d. The manufactured home shall be oriented so that the side containing the front entrance door shall be no more than twenty (20) degrees from parallel to the front property line, except on corner lots. The front of the manufactured home is that side which has an entrance door leading to a living room, foyer, or hall.
- e. The exterior siding shall consist predominately of vinyl or aluminum horizontal lap siding (that does not exceed the reflectivity of gloss white paint), wood, or hardboard, comparable in composition, appearance, and durability to the exterior siding commonly used in standard residential construction.
- f. A continuous, permanent masonry foundation, unpierced except for openings required by the building code for ventilation, utilities and access, shall be installed under the manufactured home. The foundation shall be excavated and shall be exposed no more than twelve (12) inches above grade.

- g. The pitch of the manufactured home's roof shall have a minimum vertical rise of three feet for each twelve feet of horizontal run (3:12) and the roof shall be finished with a type of roof that is commonly used in standard residential construction.
- h. The manufactured home shall have a length not exceeding four (4) times its width, excluding additions.
- i. There shall be a porch, at the main entrance to the manufactured home, which is a minimum of six (6) feet by six (6) feet in size.

(29) Dwellings, Multi-Family, Not Otherwise Listed.

a. Use districts: General Commercial.

b. Multi-family dwellings in a GC General Commercial zoning district shall comply with one (1) of the following requirements:

1. No more than twenty-five (25%) percent of the entire parcel may be used for multi-family dwellings and related uses (such as recreational amenities, garages, storage sheds, and parking spaces); or

2. Multi-family dwellings and related uses (such as recreational amenities, garages, storage sheds, and parking spaces) may be developed on the parcel as a whole, provided that the entire first level (or floor) of such dwelling(s) must be used solely for general commercial purposes.

(2930) Dwellings, single family, zero lot line, common and parallel.

a. Use districts, Common: Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density; Office and Institutional; General Commercial.

Use districts: Parallel: Residential, Single-Family, Estate; Residential, Single-Family, Low Density; Residential, Single-Family, Medium Density; Residential, Single-Family, High Density; Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density; Office and Institutional.

b. The lot proposed for zero lot line development must be under the same ownership as the adjacent lot at the time of initial construction, or the owner of adjacent properties must record an agreement or deed restriction, in writing, consenting to the development of zero setback. The maintenance and drainage

easement required in subsection e. below must be provided as part of this agreement and deed restriction.

- c. For common lot line dwellings, the dwelling unit shall be placed on one interior side property line with a zero setback, and the dwelling unit setback on the other interior side property line shall be a minimum of twelve (12) feet. Patios, pools, garden features, and other similar elements shall be permitted within the twelve (12) foot setback area; provided, however, no structure shall be placed within easements required by subsection e. below.
- d. The wall of a dwelling located on the lot line shall have no windows, doors, air conditioning units, or any other type of openings. An atrium or court shall be permitted on the zero lot line side when such court or atrium is enclosed by two (2) walls of the dwelling unit, and a solid wall of at least six (6) feet in height is provided on the zero lot line extending to the front and/or rear of the dwelling unit. Said wall shall be constructed of the same materials as exterior walls of the unit.
- e. A perpetual five (5) foot maintenance easement shall be provided on the lot adjacent to the zero lot line property, which shall be kept clear of structures. This easement shall be shown on the plat and incorporated into each deed transferring title to the property. Roof overhangs and footings may penetrate the easement on the adjacent lot a maximum of twenty-four (24) inches, but the roof shall be so designed that water runoff from the dwelling placed on the lot line is controlled by gutters or other approved methods.

(3031) *Electrical Goods.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.

- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

3132) *Fuel oil sales, non-automotive.*

- a. Use districts: M-1 Light Industrial; Heavy Industrial.
- b. Gravel or paved roadways shall be provided to all storage tanks.
- c. Security fencing, a minimum of six (6) feet in height, shall be provided along the entire boundary of such facilities.
- d. Storage tanks protected by either an attached extinguishing system approved by the fire marshal, or an approved floating roof, shall not be located closer to an exterior property line than a distance of either the diameter or the height of the tank, whichever is greater. However, regardless of the diameter or height of the tank, in no event shall the required distance be greater than one hundred twenty (120) feet. Storage tanks not equipped as indicated above shall not be located closer to an exterior property line than a distance equal to one and one half (1½) times of either the diameter or the height of the tank, whichever is greater. However, regardless of the diameter or height of the tank, in no event shall the required distance be greater than one hundred seventy-five (175) feet. Storage tanks and loading facilities shall be located a minimum of five hundred (500) feet from any existing residence or residentially zoned property.
- e. All storage facilities shall comply with the latest regulations of the National Fire Protection Association.
- f. All other federal, state, and local laws shall be met.

3233) *Furniture and Home Furnishings.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.

- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

~~(3334)~~ **(3334)** *Golf courses.*

- a. Use districts: Traditional Recreation Open Space; General Commercial; M-1 and LI Light Industrial.
- b. There shall be a minimum fifty (50) foot setback between clubhouses or other non-course facilities and adjacent residentially zoned or used property.

~~(3435)~~ **(3435)** *Golf driving ranges (freestanding).*

- a. Use districts: Traditional Recreation Open Space; Rural Commercial; General Commercial; M-1 and LI Light Industrial.
- b. Fencing, netting, or other control measures shall be provided around the perimeter of the driving area to prevent balls from leaving the property.
- c. No equipment, machinery, or mechanical device of any kind shall be operated within two hundred (200) feet of any residentially zoned or used property.
- d. Operations shall not begin before 9:00 a.m. nor continue after 10:00 p.m.

~~(3536)~~ **(3536)** *Go-cart, motorcycle, and similar small vehicle tracks.*

- a. Use districts: General Commercial.
- b. Security fencing, a minimum of six (6) feet in height, shall be provided along the entire boundary of the track activities.
- c. No equipment, machinery, or mechanical device of any kind shall be operated within two hundred (200) feet of any residentially zoned or used property.
- d. Hours of operation shall be limited to 9:00 a.m. to 10:00 p.m.

(3637) *Group homes (nine persons or less).*

- a. Use districts: Rural; Rural Residential; Residential, Single-Family, Estate; Residential, Single-Family, Low Density; Residential, Single-Family, Medium Density; Residential, Single-Family, High Density; Manufactured Home Park; Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density
- b. Location approval is subject to Section 6-29-770 of the South Carolina Code of Laws, as amended.

(3738) *Home occupations.*

- a. Use districts: Rural; Rural Residential; Residential, Single-Family, Estate; Residential, Single-Family, Low Density; Residential, Single-Family, Medium Density; Residential, Single-Family, High Density; Manufactured Home Park; Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density; Office and Institutional; Neighborhood Commercial; Rural Commercial; General Commercial.
- b. Home occupations shall be conducted entirely within the principal dwelling or an accessory structure, if such accessory structure meets all setback requirements for a principal structure in the district in which it is located. Home occupations shall be clearly incidental and secondary to the use of the dwelling unit for residential purposes, and shall not change the outward appearance of the structure.
- c. An area equal to not more than twenty-five percent (25%) of the floor area of the principal dwelling may be utilized for the home occupation. If the home occupation is housed in an accessory structure, the accessory structure can be no larger than twenty-five percent (25%) the gross floor area of the principal dwelling.
- d. Only persons residing on the premises may be employed by the home occupation.
- e. The home occupation shall not involve the retail sale of merchandise manufactured off the premises. No display of goods, products, services, merchandise, or any form of advertising shall be visible from outside the dwelling.
- f. No outside storage shall be allowed in connection with any home occupation.

- g. Instruction in music, dance, art or similar subjects shall be limited to four (4) students at a time.
- h. No traffic shall be generated by the home occupation in greater volumes than would normally be expected in a residential neighborhood, and any parking need generated by the home occupation shall be provided for off street and other than in the front yard.
- i. Signage for the home occupation shall be regulated in accordance with Section 26-180 of this chapter.

(3839) *Kennels.*

- a. Use districts: Rural; Office and Institutional; Rural Commercial; General Commercial, M-1 and LI Light Industrial.
- b. Any building (which is part of a kennel) housing animals shall be located a minimum of one hundred and fifty (150) feet from any residentially zoned or used property.
- c. Fenced outdoor runs are allowed for use only during the hours of 6:00 a.m. to 10:00 p.m.; however, no animal may be kept in the run for boarding purposes, and pens for the animals must be located indoors. Feeding of animals must be conducted indoors and is prohibited in the runs.
- d. All animal refuse and food must be kept in airtight containers and disposed of on a regular basis. Animal wastes shall not be stored any closer than fifty (50) feet from any property line or surface waters.

(3940) *Libraries.*

- a. Use districts: Rural; Rural Residential; Residential, Single-Family, Estate; Residential, Single-Family, Low Density; Residential, Single-Family, Medium Density; Residential, Single-Family, High Density; Manufactured Home Park; Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density.
- b. No parking shall be allowed in the required front yard.

(4041) *Lumber and Other Construction Materials.*

- a. Use districts: General Commercial.

- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

(4142) *Machinery, Equipment and Supplies.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

(4243) *Manufactured home sales.*

- a. Use districts: General Commercial; M-1 Light Industrial.
- b. Sales and storage areas shall be screened from adjacent residentially zoned or used properties.

(4344) *Manufactured home parks.*

- a. Use districts: Manufactured Home; M-1 Light Industrial.
- b. All manufactured home park development plans must be approved by DHEC.
- c. Uses permitted within any manufactured home park shall be regulated in accordance with the underlying zoning district. See Article V. of this chapter. Unless otherwise, specified, all minimum development standards for the underlying zoning district apply.
- d. All manufactured home parks must provide water and sanitary sewer to each manufactured home site, subject to DHEC requirements. All manufactured homes within the site are required to connect to water, sanitary sewers, and electricity.
- e. The minimum area required for the development of a manufactured home park shall be five (5) acres.
- f. The maximum density of a manufactured home park shall not exceed six (6) units per acre.
- g. A minimum of seven thousand two hundred sixty (7,260) square feet is required for each manufactured home site within the manufactured home park development.
- h. A minimum width of sixty (60) feet is required for each manufactured home site within the manufactured home park development.
- i. All manufactured homes shall be set back from exterior road rights-of-way a minimum of thirty-five (35) feet, and shall be set back a minimum of fifteen (15) feet from all other exterior property lines.

If the landscape and buffer yard standards require additional setbacks, the most restrictive shall apply. See Section 26-176 of this chapter.

- j. All manufactured homes shall be set back from interior road rights-of-way a minimum of fifteen (15) feet. Additionally, the following minimum spacing between manufactured home structures shall apply:

1. Front to front: 35 feet.
 2. Front to side: 25 feet.
 3. Front to rear: 35 feet.
 4. Rear to rear: 25 feet.
 5. Rear to side: 25 feet.
 6. Side to side: 25 feet.
- k. Common area open space (meeting the requirements set forth in Sections 26-184(b)(2)&(3) of this chapter) shall be provided for each manufactured home park. A minimum of twenty percent (20%) of the total development area shall be reserved for open space. However, in no event shall the required open space within a manufactured home development be less than three hundred (300) square feet. In order to expand an existing manufactured home park development, the minimum open space requirements must be met.

(4445) *Market showrooms.*

- a. Use districts: General Commercial.
- b. Display areas shall exist within permanent buildings only.

(4546) *Motor Vehicles, New Parts and Supplies.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.

- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

(4647) *Motor Vehicles, Tires and Tubes.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

(4748) *Nondurable Goods, Not Otherwise Listed.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.

- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

(4849) *Paints and Varnishes.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

(4950) *Pet Care Services.*

- a. Use districts: Neighborhood Commercial, Rural Commercial.
- b. All pet care services shall be conducted inside an enclosed structure.

(5051) *Petroleum and coal products manufacturing.*

- a. Use districts: Heavy Industrial.
- b. Gravel or paved roadways shall be provided to all storage tanks.
- c. Security fencing, a minimum of six (6) feet in height, shall be provided along the entire boundary of such facilities.
- d. Storage tanks protected by either an attached extinguishing system approved by the fire marshal, or an approved floating roof, shall not be located closer to an exterior property line than a distance of either the diameter or the height of the tank, whichever is greater. However, regardless of the diameter or height of the tank, in no

event shall the required distance be greater than one hundred twenty (120) feet. Storage tanks not equipped as indicated above shall not be located closer to an exterior property line than a distance equal to one and one half (1½) times the greater dimension of either the diameter or the height of the tank. However, regardless of the diameter or height of the tank, in no event shall the required distance be greater than one hundred seventy-five (175) feet. Storage tanks and loading facilities shall be located a minimum of five hundred (500) feet from any existing residence or residentially zoned property.

- e. All storage facilities shall comply with the latest regulations of the National Fire Protection Association.
- f. All other federal, state, and local laws shall be met.

(5-52) *Petroleum and petroleum products.*

- a. Use districts: Heavy Industrial; M-1 Light Industrial.
- b. Gravel or paved roadways shall be provided to all storage tanks.
- c. Security fencing, a minimum of six (6) feet in height, shall be provided along the entire boundary of such facilities.
- d. Storage tanks protected by either an attached extinguishing system approved by the fire marshal, or an approved floating roof, shall not be located closer to an exterior property line than a distance of either the diameter or the height of the tank, whichever is greater. However, regardless of the diameter or height of the tank, in no event shall the required distance be greater than one hundred twenty (120) feet. Storage tanks not equipped as indicated above shall not be located closer to an exterior property line than a distance equal to one and one half (1½) times the greater dimension of either the diameter or the height of the tank. However, regardless of the diameter or height of the tank, in no event shall the required distance be greater than one hundred seventy-five (175) feet. Storage tanks and loading facilities shall be located a minimum of five hundred (500) feet from any existing residence or residentially zoned property.
- e. All storage facilities shall comply with the latest regulations of the National Fire Protection Association.
- f. All other federal, state, and local laws shall be met.

(5253) *Places of worship.*

- a. Use districts: Rural; Rural Residential; Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density; Rural Commercial.
- b. Facilities for a place of worship located on a site of three (3) acres or more shall have primary access to the facility from a collector of thoroughfare road.
- c. No parking space or drive shall be located closer than twenty (20) feet to a residence not associated with the place of worship. No parking area may be located in the front setback.
- d. The front setback shall be the same as permitted in the respective district, but shall not be less than the lesser setback of any existing homes on adjacent lots. The side and rear setbacks shall be thirty (30) feet.

(5354) *Plumbing and Heating Equipment and Supplies.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

(5455) *Poultry farms*

- a. Use districts: Rural.
- b. Not more than one (1) animal unit shall be kept per six thousand (6,000) square feet of land.

- c. All areas containing poultry shall be located no closer than one hundred and fifty (150) feet from any abutting residentially zoned or used property.

(5556) *Produce stands.*

- a. Use districts: Rural.
- b. Produce stands operating year-round must be located on the property on which the crops for sale are produced.
- c. Produce stands operating seasonally (i.e. for no more than six (6) months in any one calendar year) shall be located no closer than five (5) feet from a road right-of-way. Adequate off-street parking shall be provided.

(5657) *Public or private parks.*

- a. Use districts: All Districts.
- b. Overflow parking shall be designated on the site plan and shall be kept available to handle all traffic from special events.
- c. All parks greater than ten (10) acres shall have primary access to a collector or thoroughfare road.

(5758) *Public recreation facilities.*

- a. Use districts: All Districts.
- b. Overflow parking shall be designated on the site plan and shall be kept available to handle all traffic from special events.
- c. All recreation facilities greater than ten (10) acres shall have primary access to a collector or thoroughfare road.
- d. Lights shall be positioned and shielded so as not to shine onto adjacent properties.
- e. Loud speaker systems shall not be operated before 8:00 a.m. or after 10:00 p.m.

(5859) *Radio, Television, and Other Similar Transmitting Towers.*

- a. Use districts: M-1 Light Industrial.

- b. Communication towers shall have a maximum height of three hundred (300) feet. For towers on buildings, the maximum height shall be twenty (20) feet above the roofline of buildings forty (40) feet or four stories in height or less. For buildings greater than four stories or forty-one (41) feet in height, the maximum height of communication towers shall be forty feet above the roofline.
- c. The minimum setbacks for communication towers from certain uses shall be as follows:
 - 1. In no case shall a communication tower be located within fifty (50) feet of a residential zoning district or an inhabited residential dwelling.
 - 2. For towers in excess of fifty (50) feet, the setback shall increase one (1) foot for each foot of height of the tower as measured from the base of the tower. The maximum required separation being two hundred and fifty (250) feet.
- d. The proposed user must show proof of an attempt to collocate on existing communication towers, and must be willing to allow other users to collocate on the proposed tower in the future subject to engineering capabilities of the structure. Evidence of an attempt to collocate must show that alternative towers, buildings, or other structures are not available for use within the applicant's tower site search area that are structurally capable of supporting the intended antenna or meeting the applicant's necessary height criteria, or provide a location free of interference from other communication towers.
- e. Towers shall be illuminated as required by the Federal Communications Commission, Federal Aviation Administration, or other regulatory agencies. However, no nighttime strobe lighting shall be incorporated unless required by the Federal Communications Commission, the Federal Aviation Administration, or other regulatory agency.
- f. Each communication tower and associated buildings shall be enclosed within a fence at least seven (7) feet in height.
- g. Each communication tower site shall be landscaped in accordance with the requirements of Section 26-176 of this chapter.
- h. No signage may be attached to any portion of a communications tower. Signs for the purpose of identification, warning, emergency

function or contact or other as required by applicable state or federal rule, law, or regulation may be placed as required by standard industry practice.

- i. A communications tower which is no longer used for communications purposes must be dismantled and removed within one hundred twenty (120) days of the date the tower is taken out of service.

(5960) *Recreational vehicle parks and recreation camps.*

- a. Use districts: Rural.
- b. Uses permitted within a recreational vehicle park and recreation camp shall include: recreational vehicle sites, camp sites, recreation facilities, common buildings and facilities (laundry, dining, etc.), and management offices (which may include living quarters for the operator or manager of the park/camp).
- c. A minimum of five (5) acres is required for a recreational vehicle park or recreation camp.
- d. For recreational vehicle parks, there shall be a minimum net space of six hundred ninety (690) square feet for each RV space. A distance of at least ten (10) feet shall be maintained between trailers and/or structures. Any accessory structures or attachments shall, for the purpose of this requirement, be considered a part of the trailer or recreational vehicle.
- e. For recreational vehicle parks, each travel trailer or recreational vehicle area shall be connected to an approved water supply system that provides an accessible, adequate, safe, and potable supply of water. An adequate and safe sewer system, approved by DHEC, shall be provided in all travel trailer/recreational vehicle parking areas.
- f. In recreational vehicle parks, neither any person nor any travel trailer/recreational vehicle shall occupy a trailer space or travel trailer parking space for a period in excess of thirty (30) days. A registry of all occupants, the space occupied, the time of arrival, and time of departure shall be maintained by the owner or operator of the travel trailer/recreational vehicle parking facility.
- g. Adequate off-street parking and maneuvering space shall be provided on site. The use of any public road, sidewalk, or right-of-

way for the purpose of parking or maneuvering vehicles is prohibited.

(6061) *Rental centers, with outside storage.*

- a. Use districts: General Commercial.
- b. All storage areas shall be screened from adjacent residentially zoned or used properties.
- c. Lighting shall be directed and shielded so as not to shine across to adjacent properties.

(6162) *Repair and maintenance service, appliance and electronics.*

- a. Use districts: Rural Commercial; General Commercial; M-1 and LI Light Industrial.
- b. No outside storage of appliances, equipment, or parts shall be permitted.

(6263) *Research and development services.*

- a. Use districts: Office and Institutional.
- b. Research using dangerous hazardous materials is prohibited.
- c. All research and development operations must be conducted indoors.

(6364) *Schools, including public and private schools, having a curriculum similar to those given in public schools.*

- a. Use districts: Rural; Rural Residential; Residential, Single-Family, Estate; Residential, Single-Family, Low Density; Residential, Single-Family, Medium Density; Residential, Single-Family, High Density; Manufactured Home Park; Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density.
- b. The minimum lot size for a school shall be two (2) acres.
- c. Parking and active recreation areas shall not be located within any required setback.
- d. Primary access shall be provided from a collector or a thoroughfare road.

(6465) *Sexually oriented businesses.*

- a. Use districts: General Commercial, Heavy Industrial.
- b. *Purpose and Findings:*
 1. The purpose of this subsection is to regulate sexually oriented businesses in order to promote the health, safety, morals, and general welfare of the citizens of Richland County, and to establish reasonable and uniform regulations to prevent or reduce to any extent the secondary effects of sexually oriented businesses within the County. The provisions of this subsection have neither the purpose nor effect of imposing a limitation or restriction on the content of or reasonable access to any communicative materials or expression. Similarly, it is neither the intent nor effect of these regulations to restrict or deny access by adults to sexually oriented materials or expression protected by the First Amendment of the United States Constitution, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this subsection to condone or legitimize the distribution or exhibition of obscenity.c. *Classification.* Sexually oriented businesses are classified as follows:
 2. Based on evidence of the adverse secondary effects of sexually oriented businesses presented in hearings and reports made available to the Richland County Council, and on the findings, interpretations, and narrowing constructions incorporated in the cases of *City of Littleton v. Z.J. Gifts D-4, LLC*, 124 S. Ct. 2219 (2003); *City of Los Angeles v. Alameda Books, Inc.*, 535 U.S. 425 (2002); *Pap's A.M. v. City of Erie*, 529 U.S. 277 (2000); *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986); *Young v. American Mini Theatres*, 427 U.S. 50 (1976); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *California v. LaRue*, 409 U.S. 109 (1972); *Chesapeake B & M, Inc. v. Harford County*, 58 F.3d 1005 (4th Cir. 1995); *Giovani Carandola, Ltd. v. Fox*, 470 F.3d 1074 (4th Cir. 2006); *Centaur v. Richland County*, 392 S.E.2d 165 (S.C. 1990); and other cases; and on reports of secondary effects occurring in and around sexually oriented businesses, including, but not limited to, Phoenix, Arizona (1979); Minneapolis, Minnesota (1980); Houston, Texas (1987);

Indianapolis, Indiana (1984); Amarillo, Texas (1977); Garden Grove, California (1991); Los Angeles, California (1977); Whittier, California (1978); Austin, Texas (1986); Seattle, Washington (1989); Oklahoma City, Oklahoma (1986); El Paso, Texas (1986); New York City, New York (1994); Dallas, Texas (1997); Newport News, Virginia (1996); New York Times Square Study (1994); Phoenix, Arizona (1995-1998); Greensboro, North Carolina (2003); Toledo, Ohio (2002); Centralia, Washington (2004); and also from the reports of “Sexually Oriented Businesses: An Insider’s View,” by David Sherman, presented to the Michigan House Committee on Ethics and Constitutional Law, January 12, 2000; “Survey of Appraisers Fort Worth & Dallas, Effects of Land Uses on Surrounding Property Values, by Duncan Associates, September 2004; and the Report of the Attorney General’s Working Group on the Regulation of Sexually Oriented Businesses, (June 6, 1989, State of Minnesota), the Richland County Council finds:

- (a) Sexually oriented businesses, as a category of commercial uses, are associated with a wide variety of adverse secondary effects including, but not limited to, personal and property crimes, public safety risks, prostitution, potential spread of disease, lewdness, public indecency, illicit sexual activity, illicit drug use and drug trafficking, negative impacts on surrounding properties, litter, and sexual assault and exploitation.
- (b) Each of the foregoing negative secondary effects constitutes a harm which the County has a substantial government interest in preventing and/or abating in the future. This substantial government interest in preventing secondary effects, which is the County’s rationale for this ordinance, exists independent of any comparative analysis between sexually oriented and non-sexually oriented businesses. Additionally, the County’s interest in regulating sexually oriented businesses extends to future secondary effects that could occur in the County related to current sexually oriented businesses in the future as well as sexually oriented businesses that may locate in the County in the future. The County Council finds that the cases and secondary effects documentation relied on in this

ordinance are reasonably believed to be relevant to said secondary effects.

c. *Classification.* Sexually oriented businesses are classified as follows:

1. Adult Arcades;
2. Adult Bookstores or Adult Video Stores;
3. Adult Cabarets;
4. Adult Motels;
5. Adult Motion Picture Theaters;
6. Sexual Device Shop; and
7. Sexual Encounter Centers.

d. *Location of Sexually Oriented Businesses:*

1. A sexually oriented business currently in operation or established subsequent to the enactment of this Ordinance shall comply with the provisions herein.
2. All sexually oriented businesses shall be located within a General Commercial or Heavy Industrial District.
3. A sexually oriented business shall not be located within one thousand (1,000) feet of any place of worship, a public or private elementary or secondary school, a child care facility or kindergarten, orphanage, a boundary of any residential district, a boundary of a parcel designated and assessed as residential use by the Richland County Assessor's Office; or a public park.
4. A sexually oriented business shall not be located within one thousand (1,000) feet of another sexually oriented business.
5. The operation, establishment, or maintenance of more than one (1) sexually oriented business is prohibited in the same building, structure, or portion thereof, or the increase of floor areas of any sexually oriented business in any building, structure, or portion thereof containing another sexually oriented business.

6. For the purpose of this subparagraph d. 3., above, measurement shall be made in a straight line, without regard to intervening structures or objects, the nearest property line of the premises where a sexually oriented business is conducted, to the nearest property line of the premises of a place of worship, or public or private elementary or secondary school, daycare facility, kindergarten, orphanage, a boundary of any residential district, a boundary of a parcel designated and assessed as residential use by the Richland County Assessor's Office, or a public park. Presence of a city or other political subdivision boundary shall be irrelevant for purposes of calculating and applying the distance requirements of this section.
7. For the purpose of subparagraph d. 4. above, the distance between any two (2) sexually oriented businesses shall be measured in a straight line, without regard to intervening structures or objects, from the nearest property line of the premises where a sexually oriented business is conducted to the nearest property line of another premises where a sexually oriented business is conducted.

e. *Regulations pertaining to Sexually Oriented Businesses that offer Viewing Room(s).*

A person who operates or causes to be operated a sexually oriented business, other than an adult motel, which exhibits on the premises in a viewing room of less than one hundred fifty (150) square feet of floor space, adult media, or live entertainment characterized by emphasis on exposure or display of specified sexual activities or specified anatomical areas, shall comply with the following requirements:

1. A diagram of the premises showing a plan thereof specifying the location of one or more manager's stations and the location of all overhead lighting fixtures and designating any portion of the premises in which patrons will not be permitted must be provided to the Zoning Administrator. A manager's station may not exceed thirty-two (32) square feet of floor area. A professionally prepared diagram in the nature of an engineer's or architect's blueprint shall not be required; however, each diagram should be oriented to the north or to some designated street or object and should be drawn to a

designated scale or with marked dimensions sufficient to show the various internal dimensions of all areas of the interior of the premises to an accuracy of plus or minus six (6) inches.

2. The diagram shall be sworn to be true and correct by the applicant.
3. No alteration in the configuration or location of a manager's station may be made without the prior approval of the zoning administrator.
4. It is the duty of the owner(s) and operator(s) of the premises to ensure that at least one (1) employee is on duty and situated in each manager's station at all times that any patron is present inside the premises.
5. The interior of the premises shall be configured in such a manner that there is an unobstructed view from a manager's station of every area of the premises to which any patron is permitted access for any purpose, excluding restrooms. Restrooms may not contain video reproduction equipment. If the premises has two (2) or more manager's stations designated, then the interior of the premises shall be configured in such a manner that there is an unobstructed view of each area of the premises to which any patron is permitted access for any purpose from at least one (1) of the manager's stations. The view required in this subparagraph must be by direct line of sight from the manager's station.
6. It shall be the duty of the owner(s) and operator(s), and it shall also be the duty of any agents and employees present in the premises, to ensure that the view area specified in subparagraph (5) above remains unobstructed by any doors, walls, merchandise, display racks, or other materials at all times and to ensure that no patron is permitted access to any area of the premises that has been designated as an area in which patrons will not be permitted in the diagram submitted pursuant to subparagraph (1) above.
7. No viewing room may be occupied by more than one (1) patron or customer at any time.
8. The premises shall be equipped with overhead lighting fixtures of sufficient intensity to illuminate every place to

which patrons are permitted access at an illumination of not less than one (1) foot-candle as measured at the floor level.

9. It shall be the duty of the owner(s) and operator(s), and it shall also be the duty of any agents and employees present in the premises, to ensure that the illuminations described above, is maintained at all times that any patron is present in the premises.
 10. No owner or operator shall allow openings of any kind to exist between viewing rooms.
 11. The operator or owner shall, during each business day, regularly inspect the walls between the viewing booths to determine if any openings or holes exist.
 12. The owner or operator shall cause all floor coverings in viewing booths to be nonporous, easily cleanable surfaces with no rugs or carpets.
 13. The owner or operator shall cause all wall surfaces and ceiling surfaces in viewing booths to be constructed of, or permanently covered by, nonporous, easily cleanable material.
- f. *Regulations pertaining to adult cabarets and sexual encounter centers.* It shall be a violation of this chapter for an employee, independent contractor, or person under a similar arrangement with any owner, operator, manager, agent, shareholder of an adult cabaret or sexual encounter center, while located within an adult cabaret or sexual encounter center, to appear in a manner that does not conform to the definition of semi-nude.
- g. *Exemptions.* The following activities or businesses are exempt from the requirements of section 26-151(c)(66):
1. A business or organization in which a person serves as a model for a drawing, painting, sketching, sculpture or other similar art studio class operated:
 - (a) By a university or college or other institution of higher education; or
 - (b) By a non-profit arts organization, such as a museum, gallery, artist association or arts cooperative.

2. A professional or community theater, or a theater affiliated with an institution of higher education, that produces works of dramatic arts in which actors or actresses occasionally appear on stage in a state of semi-nudity, nudity, or in any state of undress as part of his or her dramatic role.

(h) *Administrative Decision-making Process; Appeals.*

1. Under no circumstances shall staff review and decision-making of an application of a sexually oriented business for a permitted use with special requirements, including determination of completeness, extend beyond fifteen business (15) days from the date of receipt of an application. In the event that a County official is required to take an act or do a thing pursuant to section 26-55 of the Richland County Code of Ordinances and any other section referenced therein, and fails to take such an act or do such a thing within the time prescribed, such failure shall not prevent the exercise of constitutional rights of an applicant. If the County fails to inform an applicant, by any reasonable means, of a decision by the County by the close of business on the fifteenth (15) business day from receipt of application, the application shall be deemed granted and the applicant allowed to commence or continue operation the day after the deadline for action has passed.
2. Under no circumstances shall an appeal of an administrative decision pursuant to section 26-58 of the Richland County Code of Ordinances concerning an application by a sexually oriented business for a permitted use with special requirements exceed a time period of seventy-five business (75) days from the date of receipt of an appeal to the Board of Zoning Appeals. In the event that a County official, including the Board of Zoning Appeals, is required to take an act or do a thing pursuant to section 26-58 of the Richland County Code of Ordinances and any other section referenced therein, and fails to take such an act or do such a thing within the time prescribed, such failure shall not prevent the exercise of constitutional rights of an applicant. If the County fails to inform an applicant, by any reasonable means, of a decision by the Board of Zoning Appeals by the close of business on the sixtieth (60) business day from receipt of an appeal, the application shall be deemed granted and the applicant allowed to commence

or continue operation the day after the deadline for action has passed.

(i) Amortization; Conforming Use.

1. Any sexually oriented business in operation before the effective date of this ordinance that does not comply with the location restrictions found in subsection (d) above is permitted to continue its operation for a period not to exceed three years from the effective date of this ordinance. During this period of non-compliance, such continued operation shall not be increased, enlarged, extended, or altered.
2. A sexually oriented business lawfully operating as a conforming use is not rendered a nonconforming use by the subsequent location, of a place of worship, a public or private elementary or secondary school, a child care facility or kindergarten, orphanage, a boundary of any residential district, a boundary of a parcel designated and assessed as residential use by the Richland County Assessor's Office, or a public park within one thousand (1,000) feet of the sexually oriented business.

(6566) *Sporting Firearms and Ammunition.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.
- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

(6667) *Swim and Tennis Clubs.*

- a. Use Districts. Traditional Recreation Open Space.
- b. There shall be a minimum fifty (50) foot setback between clubhouses, swimming pools, lighted tennis courts, or athletic fields and adjacent residentially zoned or used property.
- c. Lights shall be positioned so as not to shine onto adjacent properties.

(6768) *Swimming pools.*

- a. Use districts: Traditional Recreation Open Space; Neighborhood Mixed Use; Rural; Rural Residential; Residential, Single-Family, Estate; Residential, Single-Family, Low Density; Residential, Single-Family, Medium Density; Residential, Single-Family, High Density; Manufactured Home Park; Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density; Office and Institutional; Neighborhood Commercial; Rural Commercial; General Commercial.
- b. Swimming pools shall be protected by a fence or equal enclosure, a minimum of four (4) feet in height, and equipped with a self-closing gate provided with hardware for permanent locking.
- c. No private residential swimming pool that is located in a residential district shall be operated as, or in conjunction with, a business, day care operation, bed and breakfast, or a home occupation.
- d. Pools shall be located so as to comply with the minimum setback requirements for accessory buildings.

(6869) *Tobacco and Tobacco Products.*

- a. Use districts: General Commercial.
- b. The aggregate gross floor area shall be limited to no more than 12,000 square feet per parcel or per building, whichever is more restrictive.
- c. Materials and/or products shall not be displayed outside the building.
- d. Materials, products, and/or equipment shall not be stored outside the building.

- e. Materials and/or products shall not be processed outside the building.
- f. Lighting shall comply with the requirements of Section 26-177 infra.
- g. Landscaping buffers shall comply with the requirements of Section 26-176 infra.

(6970) *Utility substations.*

- a. Use districts: All Districts.
- b. All buildings shall observe accessory building setbacks. Transformer stations shall observe the principal building setback regulations.
- c. Equipment that produces noise or sound in excess of seventy (70) decibels shall be located no closer than one hundred (100) feet to the nearest residence.
- d. Transformer stations shall be screened from adjacent properties and from roads with a vegetative screen that, at a minimum, meets the standards listed in Section 26-176(h).

(7071) *Veterinary services (non-livestock, may include a totally enclosed kennel operated in connection with veterinary services).*

- a. Use districts: Office and Institutional; Neighborhood Commercial.
- b. Veterinary services shall not include provisions for kennels or boarding of animals not undergoing treatment.
- c. All buildings used in the operation shall be soundproofed and air-conditioned.
- d. Outside activity shall be limited to six (6) hours per day or fewer.
- e. Where the lot is adjacent to a residential zoning district or residential use, a side yard of not less than ten (10) feet shall be maintained.
- f. All animal refuse and food must be kept in airtight containers and disposed of on a regular basis.

(7172) *Warehouses (general storage, enclosed, not including storage of any hazardous materials or waste as determined by any agency of the federal, state, or local government).*

- a. Use districts: Office and Institutional; Neighborhood Commercial; Rural Commercial; General Commercial.
- b. Warehouses (enclosed, general storage, non-hazardous) are allowed in the various districts listed above as follows:
 - 1. In the Office and Institutional and the Neighborhood Commercial districts, warehousing is permitted as an accessory use not involving over two thousand (2,000) square feet of floor area.
 - 2. In the Rural Commercial and the General Commercial districts, warehousing is permitted as an accessory use not involving over twelve thousand (12,000) square feet of gross floor area.

(7273) *Warehouses (self-storage.)*

- a. Use districts: Rural Commercial, General Commercial, M-1 and LI Light Industrial.
- b. Fencing or walls shall be required around the perimeter of the development. The fence or wall shall be a minimum of six (6) feet in height.
- c. Any side of the building providing doorways to storage areas shall be set back from the property line not less than an additional twenty-five (25) feet of the required setback.
- d. Off-street parking shall be as follows:
 - 1. One space for each ten (10) storage cubicles. This parking requirement may be satisfied with parking lanes as established below.
 - 2. Two parking spaces for any manager's quarters.
 - 3. In addition to subsection 1. above, one (1) space for every fifty (50) storage cubicles, to be located adjacent to the project office for the use of prospective clients.
- e. On-site driveway widths shall be required as follows:
 - 1. All one-way driveways shall provide for one ten (10) feet parking lane and one fifteen (15) feet travel lane. Traffic

direction and parking shall be designated by signage or painting.

2. All two-way driveways shall provide for one ten (10) feet parking lane and two twelve (12) feet travel lanes.
 3. The parking lanes may be eliminated when the driveway does not directly serve any storage cubicles.
- f. Retail and wholesale uses, and the storage of hazardous materials, shall be prohibited in self storage warehouses. Notice of such prohibition shall be given to customers by a conspicuous sign posted at the entrance to the property, or by provisions in the lease agreement, or both.
 - g. Any outside storage area for vehicles, trailers, campers, boats, or the like shall be separate from any structures and located to one side or to the rear of the development. Spaces shall be located a minimum of twenty-five (25) feet from any adjacent property line, and in no case shall these spaces be counted towards meeting the parking requirements of this subsection d. above.
 - h. All lights shall be shielded so as to direct light onto the uses established, and away from adjacent property; but lighting may be of sufficient intensity to discourage vandalism and theft.

(7374) *Yard Sales.*

- a. Use districts: Rural; Rural Residential; Residential, Single-Family, Estate; Residential, Single-Family, Low Density; Residential, Single-Family, Medium Density; Residential, Single-Family, High Density; Manufactured Home Park; Residential, Multi-Family, Medium Density; Residential, Multi-Family, High Density; Office and Institutional; Neighborhood Commercial; Rural Commercial; General Commercial.
- b. Yard sales shall be limited to two (2) occurrences within a twelve (12) month period.
- c. Each occurrence shall be no longer than two (2) days and only during the daylight hours.

(7475) *Zoos and Botanical Gardens.*

- a. Use districts: General Commercial; M-1 Light Industrial.

- b. There shall be a minimum one hundred (100) foot setback between all activities associated with the use and any adjacent residential property.
- c. All zoos and botanical gardens shall have primary access to collector or thoroughfare roads.

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Paul Livingston, Chair

ATTEST THIS THE _____ DAY

OF _____, 2009

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 24, 2009 (tentative)
First Reading: March 24, 2009 (tentative)
Second Reading:
Third Reading:

Richland County Council Item for Discussion / Information

Subject: Residential Improvement District Act

A. Purpose

The purpose of this report is to present to the Committee a summary of the South Carolina Residential Improvement District Act (the “Act”) and to briefly describe the potential benefits the County could obtain from using the Act. After consideration, the Committee may want to recommend a joint workshop of County Council and the Planning Commission to fully explore the potential of the Act.

B. Background / Discussion

In 1993, the South Carolina Legislature enacted the South Carolina Public Works Improvement District Act (the “Improvement District Act”) allowing the County to authorize the issuance of bonds to pay the costs of publicly-owned infrastructure and facilities which would be needed for or beneficial to development projects within a geographical area identified as an improvement district. The bonds would be repaid from voluntary assessments levied on the real property within an improvement district. The assessments would be in addition to all real property tax revenue generated within an improvement district. No real property tax revenue would be diverted; each taxing district receives all of its real property tax revenue.

The County created an improvement district to pay for a portion of the infrastructure needed for the Village at Sandhills.

In 2008, the South Carolina Legislature enacted the Act which is very similar to the Improvement District Act but provides more flexibility. For example, under the Act district is defined as an area within the county designated by the governing body within which an improvement plan is to be accomplished. A district may be comprised of noncontiguous parcels of land and may be made up of varying proposed land uses including but not limited to residential, commercial, industrial, institutional, or a combination of some or all of those.

Under the Act, improvements which may be financed include: (a) a parkway, park, playground; a recreational facility, athletic facility, and pedestrian facility; (b) sidewalk; (c) parking facility; (d) facade redevelopment; (e) storm drain; (f) relocation, construction, widening and paving of a street, road, or bridge; (g) underground utilities dedicated to a public use; (h) all improvements permitted under the Improvement District Act; (i) a building or other facility for public use; and (j) public works eligible for financing under the Revenue Bond Act for Utilities including (i) water/sewer systems and solid waste systems; (ii) fire stations and equipment; (iii) transportation facilities and recreation facilities; (iii) parking lots or buildings; and (v) other public buildings or structures; (k) planning, engineering, promotion, marketing, administration fees; (l) acquisition of necessary easements and land; (m) a facility for lease or use by a private person, firm or corporation; and (n) construction, renovation or expansion of a public school.

Under the Act, improvements may be located outside of the strict geographical limits of the district if the improvements benefit property within the district or the improvements are part of a designated service area such as would be the case with a water, sewer or drainage system.

The cost of the improvements including principal and interest on any bonds are to be paid from an “assessment” which must be imposed upon the real property located within the district and may be based upon assessed value, front footage, area per parcel, the value of improvements to be constructed within the district, or a combination of them, or another basis agreed to between the owner and the County. Having required improvements and infrastructure paid from assessments or bonds is an advantage to a developer who would otherwise be responsible for the costs of the improvements and infrastructure.

The establishment of a district under the Act requires consent of 100% of the owners of the property within the district. As a practical matter this requirement means that the district will only be created if both the County and the owner/developer see sufficient economic benefit from creating a district to fund improvements. It is likely that such an agreement would be reached as a result of: (1) a developer request; (2) a request regarding rezoning; and (3) negotiations regarding a development agreement.

The County could see a benefit from the establishment of a district through the provision of needed infrastructure. The Act also provides that the County shall collect from the owner an improvement fee of 4% of the par value of any bonds to be issued and repaid from assessments. The improvement fee must be used to construct improvements in a service area that is related to and serves the district. The County could use the availability of a residential improvement district as an incentive to encourage residential and mixed-use development.

C. Financial Impact

The establishment of a district and the issuance of bonds will have no financial impact on general County finances. The assessments are in addition to any other taxes or fees imposed by the County. The bonds would be special limited obligations of the County, payable from and secured by a pledge of the annual assessments and/or any other available funds not constituting a tax. No tax revenue would be used. The bonds would not count against the County’s 8% constitutional debt limit.

There would be some administrative expenses associated with overseeing the construction of the improvements and the collection of the assessments. These costs could be recovered from bond proceeds and the annual assessment.

D. Alternatives

1. Accept this report as information only.
2. Accept this report as information and schedule a work session.
3. Do not accept this report.

E. Recommendation

This item is provided for information at council's request. Any action is at council's discretion.