

RICHLAND COUNTY COUNCIL DEVELOPMENT & SERVICES COMMITTEE

Bernice G. Scott
District 10

Joyce Dickerson
District 2

Greg Pearce
District 6

Damon Jeter, Chair
District 3

Doris Corley
District 1

*October 24, 2006
5:00 PM*

**Richland County Council Chambers
County Administration Building
2020 Hampton Street**

Call to Order

Approval of Minutes – September 26, 2006: Regular Session Meeting [Pages 3 – 4]

Adoption of Agenda

I. Presentations

A. Parking Issues at Polo Road Park

Mr. Ron Tryon, President, Columbia United FC Youth Soccer Club

II. Items for Action

A. Request to Enter into Negotiations for Solid Waste Contract Extension & Rate Increase (Area 1 - Allwaste Services)

[Pages 5 – 6]

B. Town of Eastover Sewer Collection System

[Pages 7 – 13]

C. Request for Waiver to Permit Speed Hump Installation on Village Farm Road

[Pages 14 – 18]

D. Acceptance of Conservation Easement from Mr. Jim Podell for 10 Acres in the Crane Creek Watershed

[Pages 19 – 33]

E. Owens Field Picnic Area
[Pages 34 – 35]

III. Items for Discussion / Information

- A. GIS Work Session**
Mr. Milton Pope, County Administrator (Interim)

IV. Items Pending Analysis

- A. Approval of Construction Contract for the Paving of 2.15 Miles of Dirt Roads in the North Paving Contract (Deferred on June 27, 2006)**
- B. Endorsement of Richland County / City of Columbia City-County Steering Committee (Deferred on July 25, 2006)**

Adjournment

Staffed by: Joe Cronin

**RICHLAND COUNTY COUNCIL
DEVELOPMENT AND SERVICES COMMITTEE
September 26, 2006
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: Damon Jeter
Member: Bernice G. Scott
Member: Joyce Dickerson

Absent: Doris M. Corley
L. Gregory Pearce, Jr.

Others Present: Joseph McEachern, Paul Livingston, Kit Smith, Michielle Cannon-Finch, Milton Pope, Tony McDonald, Roxanne Matthews, Joe Cronin, Larry Smith, Amelia Linder, Kendall Johnson, Jennifer Dowden, Teresa Smith, Anna Almeida, Jennie Sherry-Linder, Rodolfo Callwood, Daniel Driggers, Chief Harrell, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 5:02 p.m.

APPROVAL OF MINUTES

July 25, 2006 (Regular Session) – Ms. Scott moved, seconded by Ms. Dickerson, to approve the minutes as submitted. The vote in favor was unanimous.

ADOPTION OF AGENDA

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

I. ITEMS FOR ACTION

Richland County/Homebuilders Association Task Force Recommendations – Ms. Scott moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation for approval and to bring back a report to Council in a year regarding this item. A discussion took place. The vote in favor was unanimous.

Solid Waste Contract Renewals – A discussion took place. Ms. Scott moved, seconded by Ms. Dickerson, to forward this item to Council with a recommendation for approval with the following amendment: that the 5-year contract with Southland Sanitation be renewal on a yearly basis. The vote in favor was unanimous.

ITEMS FOR DISCUSSION/INFORMATION

Code Enforcement Committee – Mr. Pope and Chief Harrell briefed Council regarding this item. A discussion took place.

III. ITEMS PENDING ANALYSIS

Town of Eastover Sewer Collection System – Mr. Pope stated that a meeting with Eastover has been held.

Approval of Construction Contract for the Paving of 2.15 Miles of Dirt Roads in the North Paving Contract (Deferred on June 27, 2006) – Mr. Pope stated that this item will have to be re-bid and then brought back to Council.

Endorsement of Richland County/City of Columbia City-County Steering Committee (Deferred on July 25, 2006) – Mr. Pope stated that Council needs to contact him regarding this item.

ADJOURNMENT

The meeting adjourned at approximately 5:52 p.m.

Submitted by,

Damon Jeter
Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject: Request to Enter into Negotiations for Extension of Solid Waste Contract & Rate Increase (Area 1 - Allwaste Services)

A. Purpose

County Council is requested to consider a request for approval to enter negotiations for extension of contracts and rate increases with Allwaste Services, Inc. ("Allwaste Services") to provide continued solid waste collections services.

B. Background / Discussion

Allwaste Services (Area 1) are currently providing solid waste collection services to over 15,037 residences in Area 1 of Richland County.

Allwaste Services (Area 1)

<u>Year</u>	<u>Current Contract Rate</u>	<u># of Residences Served (Area 1)</u>
2006	\$10.09/residence	15,037

With the amount time before both this contract expires, it is recommended that negotiations with these contractors begin in order to establish contract durations and rate increases, if any. This will ensure continued solid waste collection services for Richland County residences in Area 1.

C. Financial Impact

Financial impact to the Solid Waste Collection Budget would be determined after completion of the negotiations.

D. Alternatives

1. Approve to enter negotiations for extension of contracts and rate increases with Allwaste Services to provide continued solid waste collections services.
2. Do not approve negotiations for Solid Waste Collection Contracts for Service Areas 1 therefore current contract will expire.

E. Recommendation

Alternative 1 is recommended.

Recommended by: Teresa Smith, P.E. **Department:** Public Works **Date:** 10/10/2006

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 10/19/06

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval to move forward with negotiations however any approved increase will require the identification of a funding source for the current year. Typically all anticipated renewals are included in the budget process at some marginal level in order to reduce the impact of negotiated increases on the current year trash collection rate. Due to time constraints in meeting the committee deadline those inclusions have not been validated at this point.

Procurement

Reviewed by: Rodolfo Callwood

Date: 10/19/06

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Amelia Linder

Date: 10/19/06

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald

Date: 10/19/06

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend that the Council authorize the staff to negotiate the contract renewal, with the final contract terms to be brought back to Council for approval.

Richland County Council Request of Action

Subject: Town of Eastover Sewer Collection System Operation

A. Purpose

The purpose of this report is for County Council to consider the option for eliminating the debt that the Town of Eastover has accrued for the treatment of wastewater at the County operated wastewater treatment facility.

B. Background

In 1998, Richland County and the Town of Eastover entered into an agreement for wastewater treatment in and around the Town of Eastover. Under the agreement, the Town is to operate and maintain the internal wastewater collection system within the Town limits and the County will provide wholesale treatment of the Town's wastewater in a County operated treatment facility near the Wateree River. The Town is to make monthly payments to the County for treatment based on actual flows measured in town.

The Town has failed to make monthly payments to the County for treatment since February 2003. As of August 2006, the Town is in arrears by \$121,191.46. In addition to the unpaid user fees, the Town committed to pay for the restoration cost of the damage caused by the discharge of solids from the Town's abandoned wastewater treatment plant to the County's regional wastewater treatment plant. That amount was determined to be \$139,684.95. Therefore, the total due Richland County through August 2006 is **\$260,876.41**. Several meetings have been held with the Town in an attempt to resolve the issue of unpaid fees. To date, the issue is unresolved. During a previous committee meeting, the idea of transferring the entire wastewater system to the County for ownership, operation, maintenance and billing was discussed. The Town Council has subsequently discussed and approved this idea and has made a formal request to the County to take over the system. This request included a request to forgive all debt owned to the County by the Town.

C. Discussion

The County is currently receiving no revenue from the Town while the cost of operating the wastewater treatment plant continues. The treatment plant is being operated at a minimum level as a result of the lack of funds which jeopardizes its ability to meet DHEC established discharge limits. Additional funding must be provided to sustain satisfactory operation of the treatment facility.

Several options have been discussed with the Town. They include: establishing a payment plan for past due fees; the transfer of the Town's water and wastewater systems to the County; and the forgiveness of the Town's debt by the County. To date, a satisfactory agreement to both parties has not been reached.

A viable option for all would be to develop a financing plan to allow the Town to pay the past due amount over time. This option would require a commitment from the Town to fulfill their obligation or risk forfeiting tax revenue currently collected by the County for the Town.

A second option would require the transfer of both the water and wastewater systems in the Town to the County for ownership, operation and maintenance. Based on financial data provided by the Town, the wastewater system cannot support itself financially without revenue from another source. Revenue from the water system could be used to offset the cost of operating the wastewater system. A franchise agreement could be established to allow the Town to share any profit realized from the collection of user fees. This option would require the County to assume an outstanding Rural Development loan in the amount of approximately \$854,000.00. The monthly debt service payment is \$4,060.00 with a payoff date of November 2040. Rural Development has determined that the County could assume the loan.

D. Alternatives

1. Enforce the terms of the Intergovernmental Agreement and require the Town to pay the outstanding user fees, repair cost and current user fees.
2. Waive the delinquent user fees totaling \$121,191.46 and establish a long term financing plan to allow the Town to pay the repair cost of \$139,684.95 over time. The Town would be required to commit to regular payments of the user fees beginning in July 2006. The Town Council would be asked to pass a resolution committing to timely future user fee payments.
3. Request the transfer of ownership of both the water and wastewater systems from the Town. This will require additional staff in the Utilities Department.

E. Financial Impact

The Lower Richland Sewer System enterprise is currently operating in the red as a result of non-payment by the Town. Expenditures during FY 2005-06 were \$133,139.00 while revenues were \$92,430.00; a loss of \$40,709.00. Of the \$40,709.00 loss, \$38,000.00 was a lease payment to the Town which was established in the intergovernmental agreement for a lease of the property on which the wastewater treatment plant is located. This payment will be eliminated if the County accepts ownership of the entire sewer system.

Alternative 1. – The County is made whole while the Town must determine a funding source to pay the outstanding debt. Attempts to resolve this issue in this manner have been unsuccessful over the past few years

Alternative 2. – The County is made whole with respect to the cost of the damage through the financing of the past due amount over time. The Town retains the ownership of the water

and wastewater systems. The County would write off the delinquent user fees through July 2006.

Alternative 3. – The County would take over complete operation, maintenance and administration of the water and wastewater systems in the Town. The County would charge rates that would support the operation and maintenance of the systems. A franchise agreement could be established to allow the Town to share in any profit that may be realized from the collection of user fees.

F. Recommendation

Recommend approval of Alternative 2, i.e., waive the delinquent user fees totaling \$121,191.46 and establish a long term financing plan to allow the Town to pay the repair cost of \$139,684.95 over time. The Town would be required to commit to regular payments of the user fees beginning in July 2006. The Town Council would be asked to pass a resolution committing to timely future user fee payments.

Recommended by: Andy H. Metts **Department:** Utilities **Date** 10/3/06

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 10/19/06

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: All alternatives have varying financial implications that should be discussed with the most significant impact associated with alternative three. The attached information provides some of the financial issues that we would recommend addressing prior to approving alternative three.

Finance is unable to recommend for Council to move forward due to incomplete or unverified financial information provided. Some of the outstanding issues include:

- No plans are currently in place to repay the Broad River Sewer system for funds used to subsidize the Lower Richland System for at least the last two budget years because the Town has failed to make payments to the County since 2003.
- No documentation has been provided to verify the revenue currently collected by the system. A previous ROA stated that collections were \$7,350 per month. We would recommend an audit of potential revenue prior to acceptance of the system.
- Expenditures used in the analysis from the previous ROA should be verified for completeness. The current revenue seemed to cover the expenditures however it appeared that only Town cost were considered in the financial evaluation. The County currently has a budgeted annual deficit of approximately \$130,000 or \$10,833/month that should be partially covered by revenues from the Town of Eastover. These were not included in the analysis.
- Additionally, alternative 3 states that acceptance of the system would require additional resources that would be covered by the surplus of revenues but the total amount required for the additional resources is unclear. However using total cost

from above there would be no surplus therefore no funds would be available to cover the additional cost. This would require Council to determine a funding source.

- We have not reviewed the terms of the Rural Development Loan that the County is being asked to assume therefore it is unclear of the risk the County would take on by acceptance.
- The Town of Eastover is part of the County's Lower Richland Sewer System which operates as an enterprise fund. The amount of \$242,233 owed the County is to cover cost already incurred therefore to forgive the debt would still require Council to identify funds to cover the system deficit.

Potential Implications

- Acceptance would require a rate evaluation. Based on the numbers provided it would appear that it would require a substantial rate increase to cover the cost or a decision to continue to subsidize the Lower Richland System with funds from the Broad River System. A rate increase would not only affect the customers in the Town of Eastover but all customers on the Lower Richland System.
- Based on the information provided, the loan acceptance would commit over 55% of revenues from the system for the next 35 years to debt repayment requiring identification of another revenue source to maintain the system's solvency.

Legal

Reviewed by: Amelia Linder

Date: 10/19/06

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Based on the comments made by Finance, there appear to be unresolved issues that need to be addressed. Deference is made to Finance regarding the financial implications of each of the alternatives. In addition, Legal has not received or reviewed the terms of the Rural Development Loan, so it is unclear at this point what risks, if any, the County would take on by the acceptance of same.

Administration

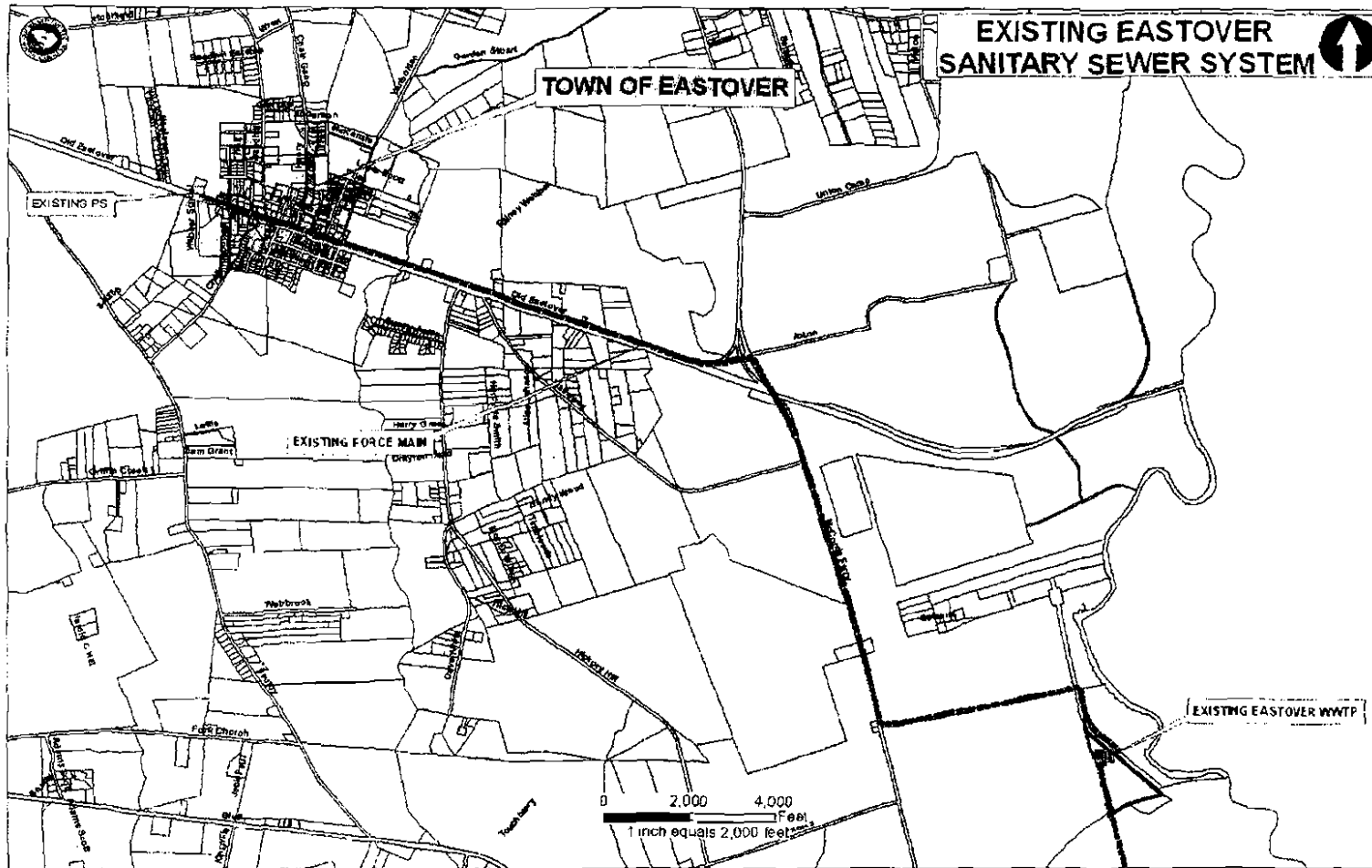
Reviewed by: Tony McDonald

Date: 10/20/06

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Waive the delinquent user fees totaling \$121,191.46 and establish a long term financing plan to allow the Town to pay the repair cost of \$139,684.95 over time. The Town would be required to commit to regular payments of the user fees beginning in July 2006. The Town Council would be asked to pass a resolution committing to timely future user fee payments.



TOWN OF EASTOVER SANITARY SEWER SYSTEM										RENT DUE TO EASTOVER FM RICHLAND COUNTY		DAMAGE CAUSED BY EASTOVER \$ 139,684.95.. PREV LOAN \$ 300,000.00		TOTAL OWED FOR MONTHLY SEWER & SEWER DAMAGE		
MONTH	INV #	BILLED	PAID	DATE	BALANCE	RENT DUE	CK #	PAID	PAID	BALANCE	PAID	BALANCE	PAID	BALANCE	PAID	BALANCE
Mar-02		1,181.25	(1,181.25)		-	3,166.66	99049396	3,166.66		169,684.95		169,684.95		169,684.95		169,684.95
Apr-02		2,117.50	(2,117.50)		-	3,166.66	99049396	3,166.66		169,684.95		169,684.95		169,684.95		169,684.95
May-02		2,306.25	(2,306.25)		-	3,166.66	99049396	3,166.66		169,684.95		169,684.95		169,684.95		169,684.95
Jun-02		2,231.25	(2,231.25)		-	3,166.66	99049396	3,166.66		169,684.95		169,684.95		169,684.95		169,684.95
Jul-02		3,806.25	(3,806.25)		-	3,166.66	99049396	3,166.66		169,684.95		169,684.95		169,684.95		169,684.95
Aug-02		3,423.75	(3,423.75)		-	3,166.66	99049396	2,166.66	(1,000.00)	168,684.95		168,684.95		168,684.95		168,684.95
Sep-02		4,752.50	(4,752.50)		-	3,166.66	99049396	2,166.66	(1,000.00)	167,684.95		167,684.95		167,684.95		167,684.95
Oct-02		2,850.00	(2,850.00)		-	3,166.66	99049813	2,166.66	(1,000.00)	166,684.95		166,684.95		166,684.95		166,684.95
Nov-02		4,638.75	(4,638.75)		-	3,166.67	99050670	2,166.67	(1,000.00)	165,684.95		165,684.95		165,684.95		165,684.95
Dec-02		5,137.50	(5,137.50)		-	3,166.67	99052403	2,166.67	(1,000.00)	164,684.95		164,684.95		164,684.95		164,684.95
Jan-03		3,877.50	(3,877.50)		-	3,166.67	99053168	2,166.67	(1,000.00)	163,684.95		163,684.95		163,684.95		163,684.95
Feb-03		9,960.00	(9,960.00)		-	3,166.67	99053940	2,166.67	(1,000.00)	162,684.95		162,684.95		162,684.95		162,684.95
Mar-03		5,222.50			5,222.50	3,166.67	99054698	2,166.67	(1,000.00)	161,684.95		161,684.95		161,684.95		161,684.95
Apr-03		5,567.50			10,790.00	3,166.67	99055584	2,166.67	(1,000.00)	160,684.95		160,684.95		160,684.95		160,684.95
May-03		8,551.25			19,341.25	3,166.67	99056664	2,166.67	(1,000.00)	159,684.95		159,684.95		159,684.95		159,684.95
Jun-03		6,916.67			26,257.92	3,166.67	99057514	2,166.67	(1,000.00)	158,684.95		158,684.95		158,684.95		158,684.95
CR		(1,634.58)			24,623.34											
Jul-03	04-17	6,916.67			31,540.01	3,166.67	99058971	2,166.67	(1,000.00)	157,684.95		157,684.95		157,684.95		157,684.95
Aug-03	04-17	6,916.67			38,456.68	3,166.67	99059389	2,166.67	(1,000.00)	156,684.95		156,684.95		156,684.95		156,684.95
Sep-03	04-25	3,314.38			41,771.06	3,166.67	99060181	2,166.67	(1,000.00)	155,684.95		155,684.95		155,684.95		155,684.95
Oct-03	04-30	3,496.50			45,267.56	3,166.67	99060988	2,166.67	(1,000.00)	154,684.95		154,684.95		154,684.95		154,684.95
Nov-03	04-48	4,213.67			49,481.23	3,166.67	99062053	2,166.67	(1,000.00)	153,684.95		153,684.95		153,684.95		153,684.95
Dec-03	04-69	3,668.25			53,149.48	3,166.67	99063033	2,166.67	(1,000.00)	152,684.95		152,684.95		152,684.95		152,684.95
Jan-04	04-102	3,360.49			56,509.97	3,166.67	99063970	2,166.67	(1,000.00)	151,684.95		151,684.95		151,684.95		151,684.95
Feb-04	04-103	6,204.29			50,714.26	3,166.67	99064778	2,166.67	(1,000.00)	150,684.95		150,684.95		150,684.95		150,684.95
Mar-04	04-118	3,252.53			50,714.26	3,166.67	99065693	2,166.67	(1,000.00)	149,684.95		149,684.95		149,684.95		149,684.95
Apr-04	04-127	3,385.69			50,714.26	3,166.67	99066681	2,166.67	(1,000.00)	148,684.95		148,684.95		148,684.95		148,684.95
May-04	04-163	8,551.25			59,265.51	3,166.67	99067772	2,166.67	(1,000.00)	147,684.95		147,684.95		147,684.95		147,684.95
Jun-04	04-163	3,659.82			60,758.66	3,166.67	99058971		(1,000.00)	146,684.95		146,684.95		146,684.95		146,684.95
Jul-04	05-02	5,377.82			63,969.81	3,166.67			(1,000.00)	145,684.95		145,684.95		145,684.95		145,684.95
Aug-04	05-17	4,184.72			65,987.86	3,166.67			(1,000.00)	144,684.95		144,684.95		144,684.95		144,684.95
Sep-04	05-33	5,408.61			69,229.80	3,166.67			(1,000.00)	143,684.95		143,684.95		143,684.95		143,684.95
Oct-04	05-46	4,575.54			71,638.67	3,166.67			(1,000.00)	142,684.95		142,684.95		142,684.95		142,684.95
Nov-04	05-68	4,575.54			74,047.54	3,166.67			(1,000.00)	141,684.95		141,684.95		141,684.95		141,684.95
Dec-04	05-86	4,870.02			76,750.89	3,166.67			(1,000.00)	140,684.95		140,684.95		140,684.95		140,684.95
Jan-05	05-98	4,870.02			79,454.24	3,166.67			(1,000.00)	139,684.95		139,684.95		139,684.95		139,684.95
Feb-05	05-117	5,883.46			82,171.03	3,166.67			(1,000.00)	139,684.95		139,684.95		139,684.95		139,684.95
Mar-05	05-139	6,832.03			85,836.39	3,166.67			(1,000.00)	139,684.95		139,684.95		139,684.95		139,684.95
Apr-05	05-153	6,089.89			88,759.61	3,166.67			(1,000.00)	139,684.95		139,684.95		139,684.95		139,684.95
May-05	05-175	3,604.70			89,197.64	3,166.67			(1,000.00)	139,684.95		139,684.95		139,684.95		139,684.95
Jun-05	05-193	3,484.50			89,495.47	3,166.67			(1,000.00)	139,684.95		139,684.95		139,684.95		139,684.95
Jul-05		6,386.99			92,715.79	3,166.67			(1,000.00)	139,684.95		139,684.95		139,684.95		139,684.95

Aug-05	6,783.86	(3,166.67)	96,332.98	3,166.67	139,684.95	236,017.93
Sep-05	4,652.34	(3,166.67)	97,818.65	3,166.67	139,684.95	237,503.60
Oct-05	4,575.54	(3,166.67)	99,227.52	3,166.67	139,684.95	238,912.47
Nov-05	4,148.73	(3,166.67)	100,208.58	3,166.67	139,684.95	239,894.53
Dec-05	4,944.59	(3,166.67)	101,987.50	3,166.67	139,684.95	241,672.45
Jan-06	3,727.45	(3,166.67)	102,548.28	3,166.67	139,684.95	242,233.23
Feb-06	5,437.21	(3,166.67)	104,818.62	3,166.67	139,684.95	244,503.77
Mar-06	5,040.16	(3,166.67)	106,692.31	3,166.67	139,684.95	246,377.26
Apr-06	5,893.21	(3,166.67)	109,418.85	3,166.67	139,684.95	249,103.80
May-06	11,811.13	(3,166.67)	118,063.31	3,166.67	139,684.95	257,748.26
Jun-06	3,947.66	(3,166.67)	118,844.30	3,166.67	139,684.95	258,529.25
Jul-06	4,268.06	(3,166.67)	119,945.69	3,166.67	139,684.95	259,630.64
Aug-06	4,412.44	(3,166.67)	121,191.46	3,166.67	139,684.95	260,876.41

Richland County Council Request of Action

Subject: Request for Waiver to Permit the Installation of Speed Humps on Village Farm Road

A. Purpose

Council is requested to grant a waiver to the Traffic Calming Standard policy and allow for the installation of speed humps as a traffic calming device on Village Farm Road.

B. Background / Discussion

The county's Traffic Calming Standard was adopted by Council in May 2005. The policy established criteria and considerations that allow Richland County to install speed humps as traffic calming devices on County and State maintained roads in order to mitigate or reduce the negative impact of speeding through residential areas.

According to the county's traffic calming policy, speed humps may be considered for installation only when a location meets all of the following criteria.

1. The speed humps shall be located on a paved street with a Functional Classification designation of a "local residential" or "minor collector";
2. The street shall not have more than one moving lane in each direction and shall be at least 1000 feet in length;
3. Traffic volumes on the street shall be more than 500 vehicles per day but less than 4000 vehicles per day;
4. The street must have a speed limit of 30 miles per hour (mph) or less.
5. The street shall have a minimum of 40% cut through traffic (State maintained streets only);
6. The mean speed on the street shall be at last 5 miles per hour (mph) over the posted speed limit;
7. The street shall not be a route that is heavily used due to the close proximity of emergency vehicle facilities;
8. Primary accesses to commercial or industrial sites are not eligible.
9. Any street selected for the installation of speed humps shall not be resurfaced within 5 years of the installation of the speed humps.

The Public Works Department recently considered a request to place speed humps on Village Farm Road in the northeast area of the county. The department found that the road met seven of the nine criteria. However, Village Farm Road was found to be 80 feet short of the 1000 foot road length requirement, and volume was found to be 420 vehicles per day, slightly less than the required 500 per day.

Since Village Farm Road meets seven of the nine criteria, and is just shy of the minimums for road length and vehicles per day, it is requested that Council grant a waiver to allow for the installation of speed humps on the road.

C. Financial Impact

The Home Owner's Association (HOA) will be responsible for payment of all costs associated with the installation of the speed humps. Payment will include costs of material, construction, signing, and striping. There will be no additional financial impact to the county.

D. Alternatives

1. Approve the waiver to the Traffic Calming Standard to allow for the installation of speed humps on Village Farm Road.
2. Do not approve the waiver and reject the neighborhood's request for the installation of speed humps.

E. Recommendation

It is recommended that Council approve the waiver to permit speed hump installation on Village Farm Road. The neighborhood must still meet all requirements for neighborhood documentation and petitions before speed humps will be installed. In addition, the HOA will be responsible for all costs related to speed hump installation.

Recommended by: Val Hutchinson **Department:** County Council **Date:** Oct. 11, 2006

F. Reviews

Public Works

Reviewed by: Teresa Smith

Date: 10/18/06

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Finance

Reviewed by: Daniel Driggers

Date: 10/18/06

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

LegalReviewed by: Amelia LinderDate: 10/19/06 Recommend Council approval Recommend Council denial

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

AdministrationReviewed by: Tony McDonaldDate: 10/20/06 Recommend Council approval Recommend Council denial

Comments regarding recommendation: The Public Works Department plans to bring to the Committee in November a comprehensive traffic calming plan for consideration. Any proposed changes to the current speed hump program, outlined above, will be included at that time.

**Village Farm Road Speed Hump Request
Traffic Calming Evaluation Results**

Criteria	Meets/Does not Meet (DNM)	Comment
The speed humps shall be located on a paved street with a Functional Classification designation of a "local residential" or "minor collector";	Meets	
The street shall not have more than one moving lane in each direction and shall be at least 1000 feet in length;	DNM	Length is 920 feet
Traffic volumes on the street shall be more than 500 vehicles per day but less than 4000 vehicles per day;	DNM-	Vehicles per day (VPD) equals 420 and is less than requirement – more than 500 VPD
The street must have a speed limit of 30 miles per hour (mph) or less.	Meets	
The street shall have a minimum of 40% cut through traffic (State maintained streets only);	Meets	
The mean speed on the street shall be at last 5 miles per hour (mph) over the posted speed limit;	Meets	
The street shall not be a route that is heavily used due to the close proximity of emergency vehicle facilities;	Meets	
Primary accesses to commercial or industrial sites are not eligible.	Meets	
Any street selected for the installation of speed humps shall not be resurfaced within 5 years of the installation of the speed humps.	No information available	

October 12, 2006

Village Farm Road



Richland County Council Request of Action

Subject: Acceptance of Conservation Easement from Mr. Jim Podell for 10 Acres in the Crane Creek Watershed

A. Purpose

County Council is being requested by the Conservation Commission to accept a conservation easement on 10 acres in the Crane Creek Watershed to protect water quality and natural values.

B. Background / Discussion

Mr. Jim Podell requested the Conservation Commission evaluate his property off Brickyard Road for conservation value and preservation. The Commission approved the application based on the location protecting sensitive wetlands and flood plains. A portion of the property can be developed which would increase storm water runoff and reduce valuable green space. The County Legal Department has reviewed the attached easement. The Conservation Commission will monitor the provisions of the agreement and make annual inspections.

C. Financial Impact

"There is no financial impact associated with this request." The landowner still owns the property and will continue to pay property taxes on conservation value.

D. Alternatives

1. Approve the request to protect sensitive natural resources, reduce storm water runoff, and maintain wildlife habitat and forest buffers for the community.
2. Do not approve. This may result in clearing, tree removal, erosion, water quality impact on streams and wetlands.

E. Recommendation

It is recommended that Council approve the request to accept a conservation easement on 10 acres owned by Mr. Jim Podell.

Recommended by:
Becky Bailey, Chair
Jim Wilson, Program Manager

Department:
County Conservation Commission

Date:
10/02/06

F. Reviews

Finance

Reviewed by: Daniel Driggers

✓ Recommend Council approval

Comments regarding recommendation:

Date: 10/18/06

Recommend Council denial

Legal

Reviewed by: Amelia Linder

✓ Recommend Council approval

Comments regarding recommendation:

Date: 10/19/06

Recommend Council denial

Administration

Reviewed by: Tony McDonald

✓ Recommend Council approval

Comments regarding recommendation:

Date: 10/19/06

Recommend Council denial

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this** day of September, 2006, by Country Properties, A S.C. General Partnership ("Grantor"), having an address at, P.O. Box 279, Elgin, South Carolina, 29045, to Richland County, ("Grantee").

WITNESSETH:

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

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

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

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

- . The preservation of open space for the scenic enjoyment of the general public.
- . The preservation of vital and significant lands of ecological quality formed by the influence of Crane Creek, whose presence creates substantial habitat for wildlife, flora and fauna.
- . Preservation of water quality by providing an undeveloped buffer to Crane Creek, a major water courses of the South Carolina Midlands whose preservation is recommend and designated a top priority of the Richland County Conservation Commission.
- . The furtherment of the South Carolina Conservation Easement Act, South Carolina Conservation Easement Act of 1991 – S.C.C.A. § 27-8-10 et seq. which authorizes the acquisition of conservation easements by local governments.

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

The conservation values of the Property and its current use and state of improvement are described in a Present Condition Report (the "Report") prepared by Grantee with the cooperation of Grantor. Grantor and Grantee have copies of the Report, and acknowledge that the Report is accurate as of the date of this Easement. The Report may be used by Grantee to establish that a

change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement.

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

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

Lot 75 as is shown on plat recorded in Plat Book 54, page 8460, Richland County,

State of South Carolina as shown on Attachment A

1. Grant of Conservation Easement

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

2. Statement of Purpose

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

3. Rights and Responsibilities Retained by Grantor

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

relieves Grantor of any obligation in respect to the Property or restriction in the use of the Property imposed by law.

4. Right to Privacy

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

5. Permission of Grantee

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

6. Procedure to Construct Building and Other Improvements

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

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

B) New Ancillary Structures & Improvements – One (1) ancillary gazebo like structure to be used exclusively for recreational purposes may be built on the Property with the permission of the Grantee.

C) New Residential Housing or other structures – There may be no new residential dwellings or other structures constructed on the Property.

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

F) Utility Services and Septic Systems – Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services are not permitted.

7. Maintenance and Improvement of Water Sources

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

8. Water Rights

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

9. Subdivision

The Property is currently comprised of the parcel shown on Attachment A, which is all contained on one tax map. Subdivision of the Property, recording of a subdivision plan, partition of the Property, or any other attempt to divide the Property into two or more legal parcels is prohibited

10. Conservation Practices

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

11. Application of Waste Materials

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

12. Forest Management

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

13. Mining

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

14. Paving and Road Construction

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

15. Hazardous Waste

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

16. Ongoing Responsibilities of Grantor and Grantee

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

(a) Taxes – Grantor shall be solely 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' fee) arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

17. Extinguishment of Development Rights

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

18. Enforcement

Grantee shall have the right 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.

19. Transfer of Easement

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

20. Transfer of Property

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

21. Amendment of Easement

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

22. Extinguishment

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

23. Proceeds

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

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

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

24. Interpretation

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

25. Successors

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

26. Severability

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

27. Notices

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

To Grantor:
Country Properties
C/O Jim Podell
P.O. Box 279
Elgin, SC 29045

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

28. Grantor's Title Warranty

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

29. Subsequent Liens on Property

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

30. Subsequent Encumbrances

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

31. Grantor's Environmental Warranty

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

32. Perpetuation of Easement

Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous,

or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee.

33. Acceptance

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

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

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

Witness:

Grantor:

Country Properties, LLC, Partner

Country Properties, LLC, Partner

Grantee:

Witness:

Richland County

By _____

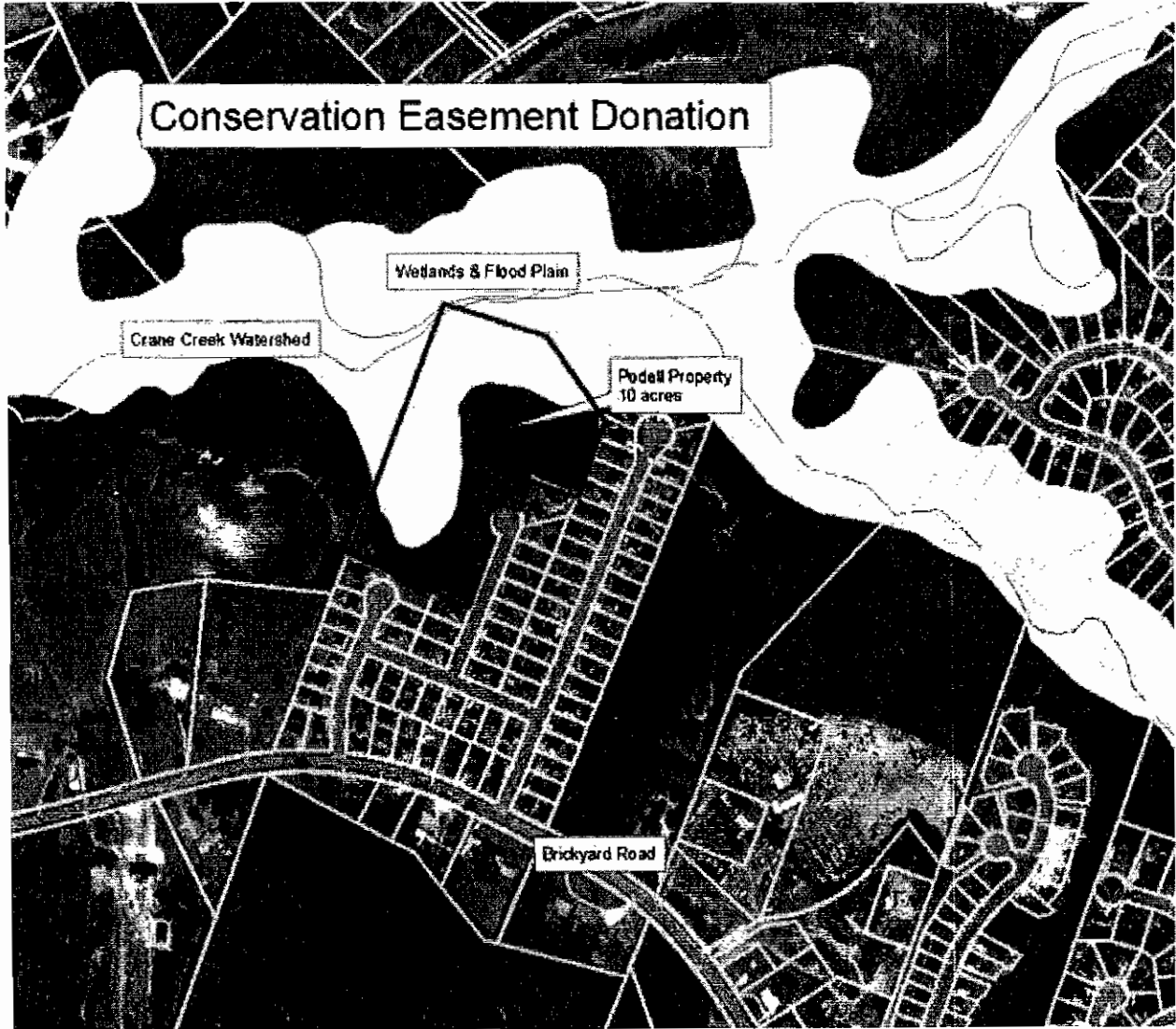
Chairman, County Council

Acknowledgments

County of Richland
State of South Carolina,

Personally appeared before me _____ on this _____ day of _____, 2006, 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 _____, 2006, and acknowledged that all material statements of fact in fact in the foregoing Deed of Conservation Easement are true to the of his/her knowledge and belief, and that the execution of said Deed is his/her free act and deed.

Notary Public (SEAL)

My commission expires:

Notary Public

(SEAL)

My commission expires:

Richland County Council Request of Action

Subject: Owens Field Picnic / Recreation Area

A. Purpose

The Council is requested to approve the use of vacant, unused property next to the Owens Field Terminal Building for a picnic / recreation area.

B. Background / Discussion

Palmetto Sport Aviation, a recreational flying club operating out of Owens Field Airport, has requested that the County develop currently vacant, unused property adjacent to the new Terminal Building as a picnic / recreation area. The property is located directly between the first row of pre-existing "T" hangers on the southeast end and the new Terminal Building.

Under the proposal, the property could also be used for overflow parking of light aircraft during special events. The area will remain unpaved; however, this will not present a problem for parking planes there, according to the Airport Manager, since the type of aircraft that would make use of this area generally take off and land on unpaved runways, so a grass surface would be adequate for this use.

Prior to construction of the new Terminal Building, there were three picnic areas that were abandoned due to the new facility's location and design. If approved, the current proposal would reestablish the picnic areas that were displaced.

The usable area is approximately 80 feet in width and 250 feet in length. Palmetto Sport Aviation has agreed to fund, install and maintain all improvements to the area, including regular lawn maintenance.

Allowing Palmetto Sport Aviation access to the area for the specified use would require the Richland County Public Works Department to install two 20 foot piped driveways from the existing asphalt hanger taxiway across an existing drainage ditch at an estimated cost of \$1,200 to \$1,400. This cost does not include any other costs incurred by the County for equipment or labor.

Palmetto Sport Aviation has also requested that a water supply be provided for lawn maintenance. A hard pipe, permanent supply is not feasible due to the cost of installing a new meter cutting existing pavement to install the lines. Water will need to be provided from the existing "T" hangers using garden hose delivery until such time as a permanent solution may be devised.

C. Financial Impact

The cost of materials for this project is estimated at \$1,200 to \$1,400. If approved, the Public Works Department would absorb this cost in its adopted FY 07 budget. The labor and

equipment to install the drainage pipe would be supplied by the Public Works Department. It is projected that the installation would require about three to five days. Palmetto Sport Aviation has agreed to maintain the area.

The Richland County Airport Commission has reviewed the proposal and has recommended approval.

D. Alternatives

The following alternatives exist with respect to this request:

1. Approve the request for use of the vacant, unused area next to the Terminal Building for a picnic / recreational area.
2. Do not approve the request and let the area remain in its natural state.

E. Recommendation

Recommend approval of the request for use of the vacant, unused area next to the Terminal Building for a picnic / recreational area. Approval would transform an unused, grassy area into an area that could be more fully utilized by the public visiting the Airport.

Recommended by: Staff **Department:** Administration **Date:** 10/13/06

F. Reviews

Finance

Reviewed by: Daniel Driggers Date: 10/18/06
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: As financial impact section states funding would be absorb within Public Works current budget.

Legal

Reviewed by: Amelia Linder Date: 10/19/06
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Both alternatives appear legally sufficient; there, this request is at the discretion of County Council.

Administration

Reviewed by: Tony McDonald Date: 10/19/06
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Recommend approval of the request for use of the area in question as a picnic / recreational area. Costs associated with the preparation of the site for this purpose will be absorbed by the Public Works Department's budget.