



RICHLAND COUNTY COUNCIL

DEVELOPMENT AND SERVICES COMMITTEE

Bernice G. Scott
District 10

Joyce Dickerson
District 2

Norman Jackson, Chair
District 11

Val Hutchinson
District 9

Bill Malinowski
District 1

November 27, 2007
6:00 PM

Richland County Council Chambers
County Administration Building
2020 Hampton Street

Call to Order

Approval of Minutes

- A. October 23, 2007: Regular Meeting [Pages 3 – 5]

Adoption of Agenda

I. Items for Action

- A. Request to approve a conservation easement from Mr. F.D. Monroe for approximately 100 acres in Northeast Richland County [Pages 6 – 22]
- B. Request to approve a conservation easement from Mr. John Kirk for approximately 50 acres in Northeast Richland County [Pages 23 – 37]
- C. Request to approve a list of pre-qualified engineering firms for neighborhood master plans [Pages 38 – 40]
- D. Lower Richland Sewer Service [Pages 41 – 47]
- E. Resolution in support of the Cool Counties program [Pages 48 – 55]
- F. Ordinance to create an Architectural Review Board [Pages 56 – 68]

II. Items for Discussion / Information

- A. MOU with Lexington County for the establishment of a no-kill animal shelter [Pages 69 – 73]
- B. Utility Franchise Fees [Page 74]
- C. 2007 Roadway Resurfacing Program Update
- D. Road Maintenance Fee
- E. Update on Ashley Ridge Subdivision

Adjournment

Staffed by: Joe Cronin

**Richland County Council
Development and Services Committee
October 23, 2007
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: Joyce Dickerson
Member: Valerie Hutchinson
Member: Bill Malinowski
Member: Bernice G. Scott

Others Present: Joseph McEachern, Paul Livingston, Michielle Cannon-Finch, Milton Pope, Tony McDonald, Roxanne Matthews, Joe Cronin, Larry Smith, Joseph Kocy, Donny Phipps, Geo Price, Teresa Smith, Stephany Snowden, Jennifer Dowden, Jim Wilson, Rodolfo Callwood, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 5:09 p.m.

APPROVAL OF MINUTES

September 25, 2007 (Regular Session) – Mr. Malinowski moved, seconded by Ms. Hutchinson, to approve the minutes as submitted. The vote in favor was unanimous.

ADOPTION OF AGENDA

The agenda was adopted as distributed.

ITEMS FOR ACTION

Request from Aramark, LLC to permit soil and groundwater monitoring at Owens Downtown Airport – Ms. Dickerson moved, seconded by Ms. Scott, to forward this item to Council with a recommendation for approval. A discussion took place.

The vote in favor was unanimous.

Request to accept a conservation easement from Mr. John Eleazer for 62 acres of property in Northwest Richland County – Mr. Malinowski moved, seconded by Ms. Scott, to forward this item to Council with a recommendation for approval.

The vote in favor was unanimous.

A resolution in support of the Central Midlands Council of Governments conducting a Joint Land Use Study (JLUS) of Fort Jackson, McCrady Training Center, and McEntire Joint National Guard Base, in cooperation with the City of Columbia and other surrounding communities, as a means of sustaining the long-term viability of these installations and their military missions - Ms. Scott moved, seconded by Ms. Hutchinson, to forward this item to Council with a recommendation for approval and that the \$10,000 come from the Non-Departmental Account—Grant Match Fund. A discussion took place.

The vote in favor was unanimous.

A resolution in support of the Midlands Area Joint Installations Consortium (MAJIC) – Ms. Scott moved, seconded by Ms. Hutchinson, 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 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential Zones of the County; So as to prohibit the parking of motor vehicles in the front yard in certain residential zoning districts – Ms. Hutchinson moved, seconded by Ms. Dickerson, to forward this item to Council without a recommendation.

<u>In Favor</u>	<u>Oppose</u>
Hutchinson	Malinowski
Dickerson	Jackson
	Scott

The motion failed.

Mr. Malinowski moved, seconded by Ms. Scott, to table this item. The vote in favor was unanimous.

ITEMS FOR DISCUSSION/INFORMATION

Report on the requirements associated with installing traffic signals on state-maintained roads – Mr. McDonald gave a report regarding this item. This item will be placed on the Items for Action on the November committee agenda.

Regulation of the number of unrelated occupants in single-family residences – Mr. Geo Price gave a brief report regarding this item.

Notification requirements related to the subdivision of lots in existing residential neighborhoods – Mr. Price gave a brief report regarding this item.

Checklist for re-zoning requests – Mr. Price gave a brief report regarding this item.

Fire retardant building requirements – Mr. Phipps gave a brief report regarding this item.

Discussion of the number of bedrooms for a bed & breakfast – Mr. Price gave a brief report regarding this item.

Truth in zoning ordinance – This item was held in committee.

ADJOURNMENT

The meeting adjourned at approximately 5:44.

Submitted by,

Norman Jackson, Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject: Conservation Easement - Monroe

A. Purpose

County council is requested by the Conservation Commission to accept a conservation easement as a donation in northeast Richland County near Pontiac on approximately 100 acres of agriculture land to protect valuable natural resources, water quality, and preserve valuable open space .

B. Background / Discussion

Mr. F. D. Monroe, who resides at 10730 Two Notch Road, has made a formal application to the Conservation Commission to help protect his valuable family farm, natural resources, and maintain the rural integrity of the landscape. This land has been in their family for several generations and is currently managed for agriculture, wildlife, and scenic beauty. The property is a critical segment of the Spears Creek Watershed that drains to the Wateree River. The property faces huge development pressures to be converted to high density subdivisions. The property is located in County Council District #9 where extensive development has occurred. The Monroe 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 as a huge private donation for tax benefits only. The property was appraised over \$25,000 per acre which equates to over 2.5M total. The landowner is donating 100% of the appraised easement value of which some may be captured by tax incentives. We consider this agreement to be beneficial to both parties, and 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, permanent road scenic vistas, and preserving 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 100 acres owned by F. D. Monroe.

Recommended by:

Maxey Love, Chair

Jim Wilson, Program Manager

Department:

Conservation Commission

Richland County

Date:

10-22-2007

F. Reviews

Finance

Reviewed by: Daniel Driggers

✓ Recommend Council approval

Comments regarding recommendation:

Date: 11/15/07

Recommend Council denial

Legal

Reviewed by: Amelia Linder

✓ Recommend Council approval

Comments regarding recommendation:

Date: 11/15/07

Recommend Council denial

Administration

Reviewed by: Tony McDonald

✓ Recommend Council approval

Comments regarding recommendation:

Date: 11/15/07

Recommend Council denial





To: Richland County Council

From: Richland Conservation Commission

Date: October 22, 2007

Subject: Conservation Easement Proposal

The Conservation Commission recommends accepting a conservation easement on approximately 100 acres in Council District #9 on Two Notch Road requested by Mr. F.D. Monroe. This volunteer easement is currently agriculture and sacred green space in a rapidly developing community that offers critical protection to Spears Creek Watershed. The landowner resides on the property and remains active in farming. The farm structures on the property are over 100 years old. The easement allows the landowner to continue normal rural conservation activities use and reserve three future individual home sites for family members.

The property has been appraised over \$25,000 per acre which represents a huge volunteer conservation donation to Richland County over 2.5M. We feel this is a win-win situation with a sincere family who wants to protect our critical natural resources and promote better land use for their community while preserving family legacy.

We urge you to approve this proposal as presented.

Sincerely,

Maxey Love
Chairman

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this ** day of October, 2007, by Franklin Delano Monroe having an address as 10730 Two Notch Road, 29045, South Carolina, 29201, to Richland County, ("Grantee").

WITNESSETH:

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

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

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

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

- . The preservation of open space for the scenic enjoyment of the general public. The property fronts historic U.S. Highway 1, which stretches from Maine to the Florida. The Monroe Farm was a significant mark in the southern component of U.S. 1 and the traveling public can continue to enjoy the historic agricultural buildings and pecan groves in their historic state.
- . The furtherment of the South Carolina Conservation Easement Act, 27-8-10 et seq authorizes the acquisition of conservation easements by local governments;
- . The fulfillment of the goals of Richland County Town and Country Comprehensive Plan, as adopted in 2003, including the protection of water quality which this easement fulfills by providing an undeveloped buffer to the headwaters of Spears Creek, a major watershed in Richland County..
- . The fulfillment of the goals of The Richland County Conservation Commission which has identified lands of importance to the community's agricultural heritage as a pressing need. The Monroe Farm has been in the same family since 1884 and farmed continuously since that time.

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 property is situated on a major ridge in the community which serves as a natural watershed for area streams and creeks.

The preservation of an historic structure built in 1956 and related outbuildings that are significant reminders of the vernacular architecture of Richland County.

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

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

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

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

Richland County Tax Map Number or more particularly in Attachment A

1. Grant of Conservation Easement

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

2. Statement of Purpose

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

3. Rights and Responsibilities Retained by Grantor

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

4. Rights to Use Property for Traditional Purposes

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

5. Right to Privacy

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

6. Right to Use the Property for Customary Rural Enterprises

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

7. Permission of Grantee

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

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

8. Procedure to Construct Building and Other Improvements

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

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

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

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

D) Existing Single-Family Residential Dwellings – The existing “historic homestead” residential dwellings may be repaired, reasonably enlarged and replaced at its current location, which is shown on the Baseline Report.

E) New Single-Family Residential Housing – There may be three (3) new residential dwellings constructed on the Property, provided that no more than one-half acre of land shall be disturbed for this new construction. These new dwelling must be larger than 1,500 square feet and may be no larger than 5,000 square feet.

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

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

9. Maintenance and Improvement of Water Sources

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

10. Water Rights

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

11. Subdivision

The Property is currently comprised of the parcel shown on Attachment A, which is all contained on one tax map. Subdivision of the Property, recording of a subdivision plan, partition of the Property, or any other attempt to divide the Property into two or more legal parcels may only be accomplished to create three (3) additional lots, not to exceed five (5) acres each, to accomplish the construction of three new residential structures as allowed in section 8(e) above. Upon this subdivision, all provisions of this easement shall apply fully to each newly created lot. Further subdivision of the Property, recording of a subdivision plan, partition of the Property, or any other attempt to divide the Property into two or more legal parcels may only be accomplished to create three additional lots without the permission of Grantee is prohibited

12. Conservation Practices

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

13. Application of Waste Materials

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

14. Forest Management

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

15. Mining

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

16. Paving and Road Construction

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

17. Hazardous Waste

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

18. Ongoing Responsibilities of Grantor and Grantee

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

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

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

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

19. Extinguishment of Development Rights

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

20. Enforcement

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

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

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

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

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

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

21. Transfer of Easement

Grantee shall have, with the permission of the Grantor, the right to transfer this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under Section 170(h) of the Code and under the S.C. Conservation Easement, provided the transferee expressly agrees to assume the responsibility imposed on Grantor by this Easement. Grantor shall not unreasonably withhold approval of such a transfer.

22. Transfer of Property

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

23. Amendment of Easement

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

24. Extinguishment

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

25. Proceeds

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

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

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

26. Interpretation

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

27. Successors

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

28. Severability

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

29. Notices

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

To Grantor:

Franklin Delano Monroe
10730 Two Notch Road
Columbia, SC 29045

To Grantee:

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

30. Grantor's Title Warranty

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

31. Subsequent Liens on Property

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

32. Subsequent Encumbrances

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

33. Other Applicable Laws and Regulations

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

Nothing in this easement shall impose upon the grantor a responsibility to correct erosion and drainage problems originating off the property or created by a party to subject to this easement.

34. Grantor's Environmental Warranty

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

34. Perpetuation of Easement

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

35. Acceptance

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

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

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

Witness:

Franklin Delano Monroe

Accepted:

Witness:

Council

Richland County

By _____

Acknowledgments

County of Richland
State of South Carolina,

Personally appeared before me _____ on this _____ day of _____, 2007, and acknowledged that all material statements of fact in the foregoing Deed of Conservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Deed of Conservation Easement is his/her free act and deed.

Notary Public (SEAL)
My commission expires:

County of Richland)
State of South Carolina)

Acknowledgments

County of Richland)
State of South Carolina,

Personally appeared before me _____ on this _____ day of _____,
2007, and acknowledged that all material statements of fact in fact in the foregoing Deed of
Conservation Easement are true to the of his/her knowledge and belief, and that the execution of
said Deed is his/her free act and deed.

Notary Public (SEAL)
My commission expires:

Notary Public
My commission expires:

(SEAL)

Richland County Council Request of Action

Subject: Conservation Easement

A. Purpose

County council is requested by the Conservation Commission to accept a conservation easement as a donation in northeast Richland County near Pontiac on approximately 50 acres of forest and wildlife land to protect valuable natural resources, water quality, and preserve valuable open space.

B. Background / Discussion

Mr. John Kirk, who resides at 109 Parish Walk, has made a formal application to the Conservation Commission on behalf of DAK1, LLC to help protect his valuable property, natural resources, and maintain the rural integrity of the landscape. This land offers great wetland habitat and recreational trails to local citizens. The property is a critical segment of the Spears Creek Watershed that drains to the Wateree River. The property faces huge development pressures to be converted to high density sub-divisions. The property is located in County Council District #9 where extensive development has occurred. The property owner would like to contribute to a new conservation image for their community providing green space and environmental protection. We salute his family donation and conservation values.

C. Financial Impact

The Conservation Commission voted unanimously to make this easement request to County Council as a huge private donation for tax benefits only. The landowner is donating 100% of the appraised easement value of which some may be captured by tax incentives. The landowner is in the process of having the appraisal completed which is estimated to be over \$25,000 per acre based on sales in this area. 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, permanent road scenic vistas, and preserving 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 owned by John Kirk.

Recommended by: <u>Maxey Love, Chair</u> <u>Jim Wilson, Program Manager</u>	Department: <u>Conservation Commission</u> <u>Richland County</u>	Date: <u>10-22-2007</u>
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F. Reviews

Finance

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

Date: 11/15/07
 Recommend Council denial

Legal

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

Date: 11/15/07
 Recommend Council denial

Administration

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

Date: 11/15/07
 Recommend Council denial





To: Richland County Council

From: Richland Conservation Commission

Date: October 22, 2007

Subject: Conservation Easement Proposal

The Conservation Commission recommends accepting a conservation easement on approximately 50 acres of forestland in Council District #9 on Spears Creek Church Road requested by Mr. John Kirk, representing DAK1, LLC. This volunteer donation is and currently in forest trees and sacred green space in a rapidly developing community that offers critical protection to Spears Creek Watershed. The landowner resides near the property. The easement allows normal rural conservation activities for wildlife and recreation. No land clearing is allowed and a sensitive ecological wetlands area will be protected and available for local school groups to visit and study wetland hydrology and aquatic plant communities.

The property is currently being appraised and is estimated to be in excess of \$25,000 per acre based on sales in the local area. This reflects a large private land donation for conservation of 100%. We feel this is a win-win situation with a sincere family who wants to protect our critical natural resources and promote better land use for their community.

We urge you to approve this proposal as presented.

Sincerely,

Maxey Love
Chairman

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this _____ day of December, 2007, by DAK1, LLC ("Grantor"), having an address at, 100 Parish Walk, 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 of Section 509(a) (2) of the U.S. Internal Revenue Code. Grantee is a "qualified organization," as such term 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 and visible from Spears Creek Church Road.
- . The preservation of vital and significant lands of ecological quality from the existence of Pocosin Soils which are wetlands habitats found on a sand hill, an unusual occurrence, whose presence creates substantial habitat for wildlife, flora and fauna.
- . Preservation of water quality by providing an undeveloped buffer to the headwaters of Spears Creek, a major water courses of the South Carolina Midlands and tributary of the Wateree River, whose preservation is recommended 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 in Attachment A

1. Grant of Conservation Easement

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

2. Statement of Purpose

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

3. Rights and Responsibilities Retained by Grantor

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

4. Right to Privacy

The property is open for use by the general public for recreation and educational use. Grantor retains the right to exclude any member of the public from the Property because of inappropriate or illegal conduct.

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, Commercial or industrial or other structures – There may be no new residential dwellings or commercial or industrial 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, except existing utilities can be repaired, maintained or upgraded to meet the needs of the community.

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 responsibility for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

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

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

17. Extinguishment of Development Rights

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

18. Enforcement

Grantee shall have the right 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:
DAK1 LLC
C/O John Kirk
100 Parish Walk
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 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:

DAK1, LLC, Partner _____ Date

DAK1, LLC, Partner _____ Date

DAK1, LLC, Partner _____ Date

Grantee:

Witness:

Richland County

By_____

Chairman, County Council

Date

Acknowledgments

County of Richland
State of South Carolina,

Personally appeared before me _____ on this _____ day of _____, 2007, and acknowledged that all material statements of fact in the foregoing Deed of Conservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Deed of Conservation Easement is his/her free act and deed.

Notary Public (SEAL)
My commission expires:

Acknowledgments

County of Richland)

State of South Carolina,

Personally appeared before me _____ on this _____ day of _____, 2007, and acknowledged that all material statements of fact in fact in the foregoing Deed of Conservation Easement are true to the of his/her knowledge and belief, and that the execution of said Deed is his/her free act and deed.

Notary Public (SEAL)

My commission expires:

Notary Public

(SEAL)

My commission expires:

Richland County Council Request of Action

Subject: Pre-Qualified List of Engineering Firms for Neighborhood Master Plans

A. Purpose

The Neighborhood Improvement Program is requesting that County Council approve the list of pre-qualified consultants that will be eligible to bid on neighborhood master plans.

B. Background / Discussion

At the request of Richland County Procurement Office, a listing of pre-qualified consultants has been established for contracts concerning neighborhood master planning. A request for qualifications was published by RC Procurement for consultants for neighborhood planning. Once submitted, an internal review committee scored each proposal and ranked their qualifications. The attached list of consultants meets the minimum qualifications for submittal of proposals.

C. Financial Impact

There is no financial impact associated with this request.

D. Alternatives

1. Approve the request.
2. Do not approve the request.

E. Recommendation

It is recommended that Council approve the request to adopt the pre-qualified consultant list for neighborhood master plans.

Recommended by: <u>Tiaa Rutherford</u>	Department: <u>Neighborhood Improvement</u>	Date: <u>October 15, 2007</u>
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F. Reviews

Finance

Reviewed by: <u>Daniel Driggers</u>	Date: <u>11/15/07</u>
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Procurement

Reviewed by: <u>Rodolfo Callwood</u>	Date: <u>11-21-07</u>
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial

Comments regarding recommendation: There are eight companies that submitted qualifications responding to our Request for Qualifications number RC-050-Q-0607. All eight respondents' are recommended as qualified Neighborhood/Community Strategic Master Planners.

Company Name

The Lawrence Group

The LandPlan Group

PBS&J

Jordan Jones & Goulding

Genesis Group

BP Barber

Land Design

WK Dickson

Legal

Reviewed by: Amelia Linder

Date: 11/21/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This request appears to be legally sufficient.

Administration

Reviewed by: Tony McDonald

Date: 11/21/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Consolidated Evaluations									
Evaluation Criteria RFQ RC-050-Q-0607 Description: Neighborhood Community Strategic Master Plan	Maximum Percentage	The Lawrence Group	The LandPlan Group	PBS&J	Jordan Jones & Goulding	Genesis Group	BP Barber	Land Design	WK Dickson
Professional Qualifications	40								
Tiaa Rutherford		40	40	35	40	38	40	40	30
Monique Mack		37	35	37	38	32	38	35	
**Christy Swofford								38	
Sherry Moore		35	40	30	25	40	30		
	120	112	115	102	103	110	108	113	30
Previous Work Experience	30								
Tiaa Rutherford		30	30	25	30	28	30	30	20
Monique Mack		30	28	30	30	25	30	27	
**Christy Swofford								28	
Sherry Moore		25	30	15	20	25	20		
	90	85	88	70	80	78	80	85	20
Performance History	20								
Tiaa Rutherford		20	20	20	20	19	20	20	10
Monique Mack		19	18	20	20	15	20	18	
**Christy Swofford								19	
Sherry Moore		20	20	10	15	15	15		
	60	59	58	50	55	49	55	57	10
Location	10								
Tiaa Rutherford		8	10	10	5	10	10	8	10
Monique Mack		8	8	8	7	9	9	8	
**Christy Swofford								8	
Sherry Moore		0	10	0	10	10	10		
	30	16	28	18	22	29	29	24	10

Total: 300 272 289 240 260 266 272 279 70

** Christy Swofford evaluated Land Design only due to Sherry Moore not evaluating company

**** This information is provided for informational purposes only and does not constitute an offer of any financial product or service.

Richland County Council Request of Action

Subject: Lower Richland Sewer Service

A. Purpose

The purpose of this report is to provide County Council with information to decide how sewer service should be provided to portions of lower Richland County.

B. Background

The Central Midlands Regional 208 Water Quality Management Plan defines which public authority is responsible for ensuring that sanitary sewer service is provided to a given area within the region. The plan establishes “Management Agency” areas within the four county region that have defined boundaries which are normally established by drainage basins. Within Richland County, there are four established Management Agencies. These include the City of Columbia, East Richland County Public Service District, Town of Eastover and Richland County. These management agency areas can be seen on the attached map.

The Lower Richland Sewer Associates are proposing to develop five tracts of land near the intersection of Highway 378 and Lower Richland Boulevard. These five tracts of land are within the Richland County sewer management area as shown on Attachment #2. Currently, sewer service is not available to any of these properties.

In addition to the proposed development, sewer service is needed in the area to address several existing environmental issues. First, we have the Lower Richland Neighborhood that contains approximately 80 single family residences that have malfunctioning septic tanks. Then the Hopkins Elementary and Hopkins Middle Schools have existing wastewater treatment plants that cannot meet discharge limits. Also, the Franklin Park subdivision and Manchester Farms have wastewater treatment plants that also have operational problems and need to be replaced.

C. Discussion

Richland County Utilities has hired a consultant to assist in determining the best solution to sewer service for the area. Hussey, Gay, Bell and DeYoung consulting engineers have developed a plan for service to the area. The plan calls for a two million gallon per day wastewater treatment plant to be constructed near the intersection of Highway 48 and Lower Richland Boulevard. Sewer collection lines would then be constructed along Lower Richland Blvd. up to Hwy 378 to intercept the wastewater flow from the new development. Additional collector lines would be constructed to allow connection of the Hopkins Elementary School, Hopkins Middle School, Franklin Park Subdivision and Manchester

Farms to the regional sewer system. The estimated cost to construct this system in the 2005 study was approximately 14.5 million dollars. Based on information in the study, sewer tap fees and monthly user fees could be established to fully support the system.

The development of a regional sewer system could take four to five years to become fully operational. The five developers are in need of sewer service before a regional sewer system can become operational. In an attempt to identify a temporary or possibly an alternative permanent solution to their immediate need, they have asked the City of Columbia if they could provide their properties with sewer service. The City's Engineering staff has tentatively said that they could accept the wastewater from these developments provided that the developers construct all necessary sewer lines to connect to their existing system and make upgrades to their existing systems to accommodate the additional flow. This area that is in need of sewer service is outside of the City of Columbia's management area and therefore the City's existing sewer lines were not sized to handle flow from outside the drainage basin. Although this approach does not adhere to the 208 Plan, it appears to be the only solution to the immediate needs of the developer.

E. Alternatives

1. County Council can decide to ask that the 208 Plan be modified to allow the City of Columbia to become the permanent provider of sewer service to a portion of the Lower Richland Community.

Advantages:

- A. The developers could construct the necessary facilities and upgrades to receive sewer service in a decreased amount of time.
- B. The system can be constructed to accommodate additional flow from the Lower Richland septic tank problem area, the Hopkins Schools and Franklin Park Subdivision, if funding can be identified to construct the necessary collection lines.

Disadvantages:

- A. This solution does not comply with the 208 Plan.
 - B. The City of Columbia's sewer collection system was not designed to accommodate this additional flow and would require upgrading.
 - C. The County may lose some control over sewer line extensions and future development of the area.
 - D. The County would lose tap fee revenue that could be used to construct the regional sewer system.
- 2) County Council could request that the City of Columbia provide wholesale treatment of the wastewater from this area on a temporary basis until a regional sewer system

can be constructed. This alternative would require the developers to construct the same facilities as Alternative #1, but would have these facilities deeded to the County for operation and maintenance. Sewer tap fees and monthly user fees would be paid to the County and the County would pay the City a wholesale treatment fee. Once a new regional system is available, the facilities constructed by the developers would be disconnected from the City and connected to the regional system. This alternative could be accomplished through a finite term agreement between the County and the City that would establish the period that the City would provide wholesale treatment. If the County failed to construct the regional system and disconnect the developers customers within the agreed upon period, the City could require the complete transfer of ownership, operation and maintenance responsibilities of the developer's system to the City.

Advantages:

- A. The developers could construct the necessary facilities and upgrades to receive sewer service in a decreased amount of time.
- B. The system can be constructed to accommodate additional flow from the Lower Richland septic tank problem area, the Hopkins Schools and Franklin Park Subdivision, if funding can be identified to construct the necessary collection lines.
- C. The County retains control of sewer line extensions in the area.
- D. The County would receive the sewer tap fee revenue that can be used to develop the regional sewer system.
- E. Although the temporary connection to the City's system does not comply with the 208 Plan, the long term regional sewer system does.

Disadvantages:

- A. The City must agree to the wholesale agreement.
 - B. The City of Columbia's sewer collection system was not designed to accommodate this additional flow and would require upgrading.
- 3) County Council could decide to immediately begin construction of a regional sewer system.

Advantages:

- A. This is in compliance with the 208 Plan and the consultant's recommendation.
- B. The County retains control of the sewer system expansion and development.
- C. The County receives all the revenue from the sewer tap fees and user fees to offset the construction of the regional sewer system.

D. The City of Columbia's existing sewer system would not be affected.

Disadvantages:

A. The developers would have to wait until the regional system became operational before proceeding with their development.

E. Financial Impact

Alternative 1:

Richland County would have no immediate out-of-pocket expenses associated with this alternative. The developers would construct all necessary facilities for them to obtain sewer service and deed these facilities to the City of Columbia for operation and maintenance. The County would lose sewer tap fee revenue that could be used to construct a regional sewer system.

Alternative 2:

Richland County would have no immediate out-of-pocket expenses associated with this alternative. The developers would construct all necessary facilities for them to obtain sewer service and would deed these facilities to the County for operation and maintenance. The County would charge sewer tap fees to each customer that would connect to the system and would collect monthly user fees from each customer as they are connected. The County would be responsible for operating and maintaining the collection systems. Those cost plus the wholesale treatment cost to the City would be covered by the monthly user fee.

The County would be required to begin the development of a regional sewer system to serve the area. Revenue bonds could be sold to fund the construction of the system and user rates could be established to make this system completely self supporting. No general tax revenue should be required to construct this system.

Alternative 3:

The County would be required to begin the development of a regional sewer system to serve the area. Revenue bonds could be sold to fund the construction of the system and user rates could be established to make this system completely self supporting. No general tax revenue should be required to construct this system.

F. Recommendation

It is recommended that County Council considers option 2 under Section "D" "Alternatives".

Recommended by: Andy H. Metts **Department:** Utilities **Date:** 11/13/07

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 11/16/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Have not reviewed the financials; therefore, cannot make a sound recommendation at this time. However, if the review of the financials determine that the revenue would support it, recommend option 2.

Legal

Reviewed by: Amelia Linder

Date: 11/20/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: All of the alternatives appear to be legally sufficient; however, approval of alternative #2 is subject to being able to enter into a contract with the City of Columbia.

Administration

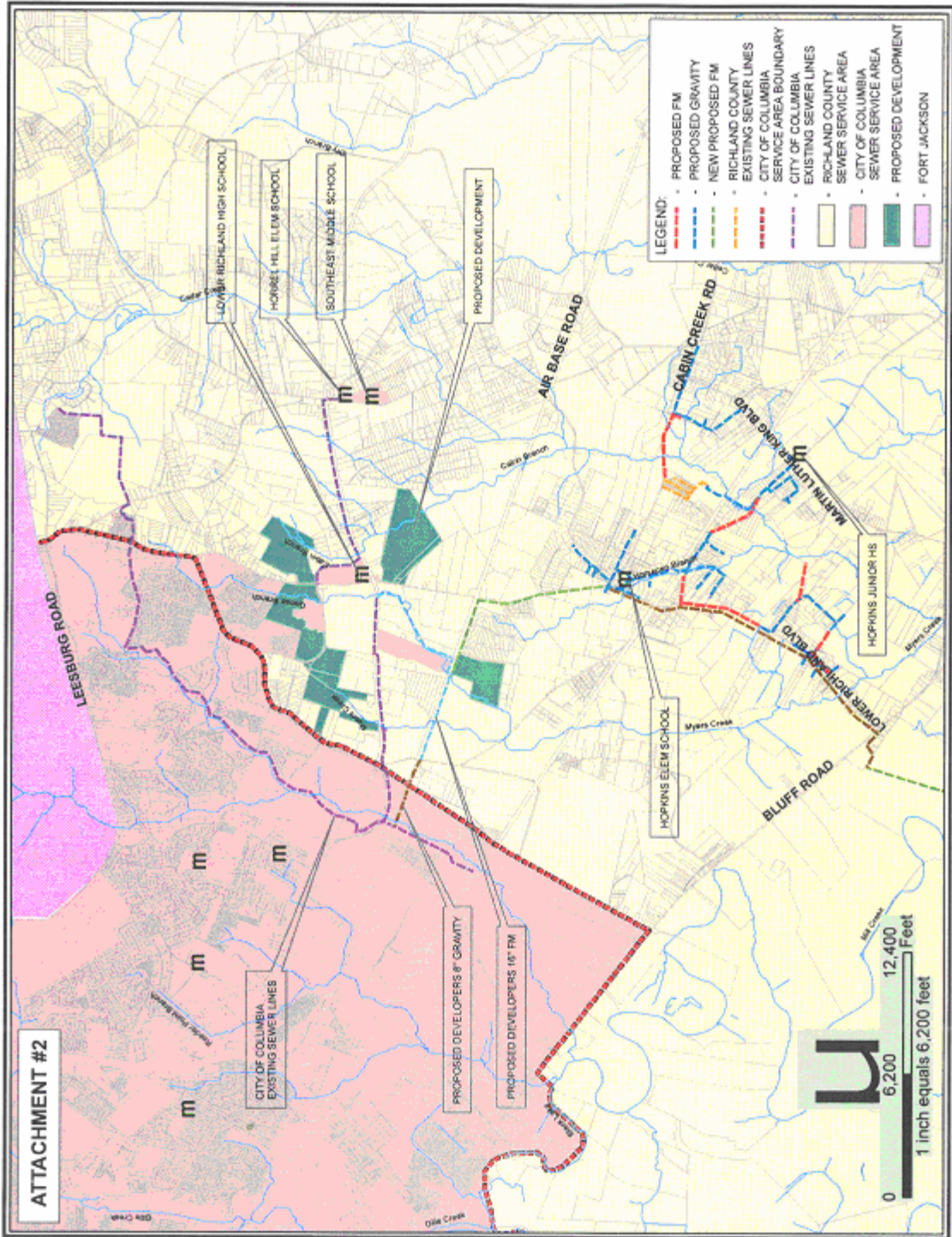
Reviewed by: Tony McDonald

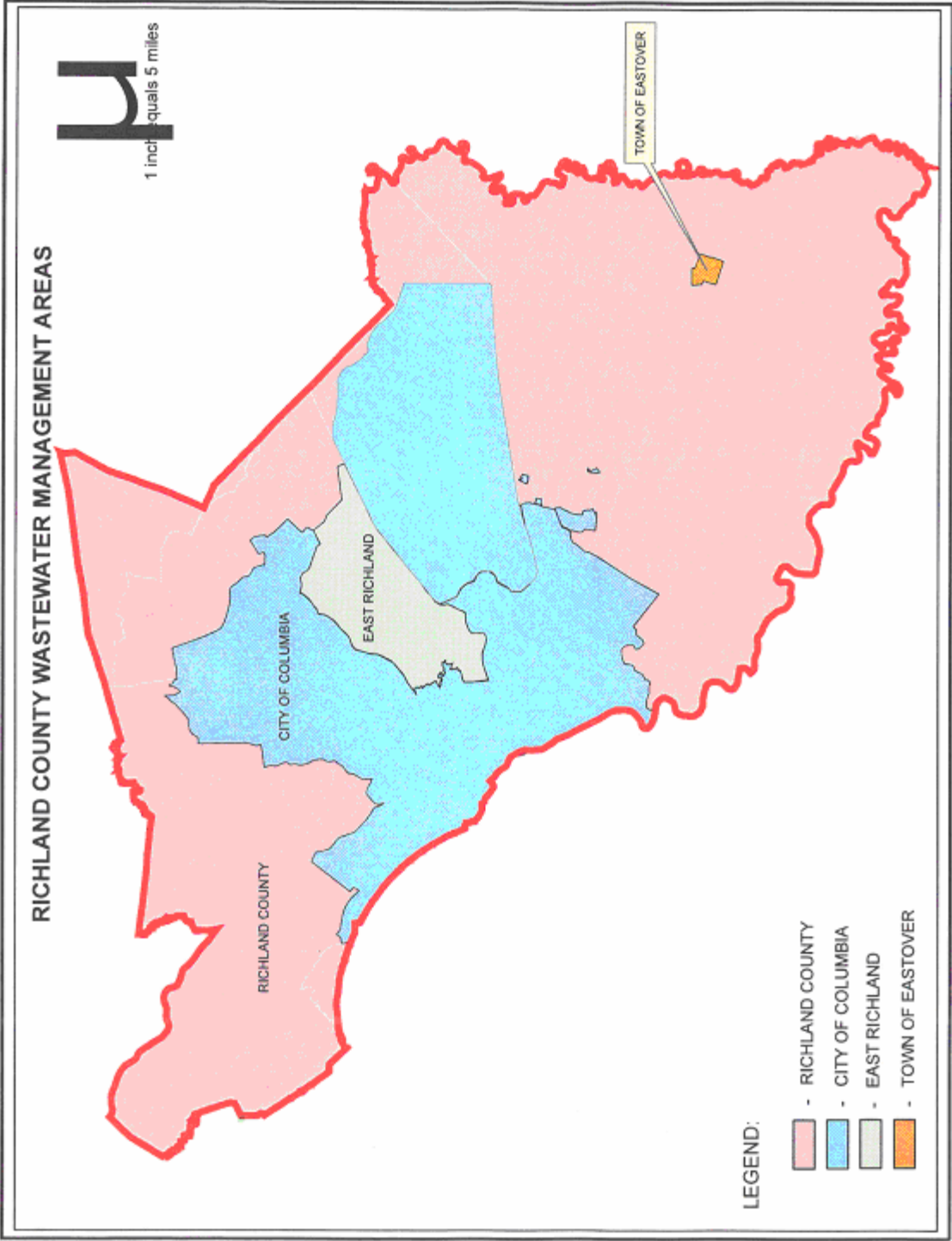
Date: 11/20/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of Alternative 2 contingent on the financial analysis being completed by the Finance Director.





Richland County Council Request of Action

Subject: Cool Counties Resolution

A. Purpose

Council is requested to consider a resolution in support of the National Association of Counties (NACo) and Sierra Club’s “Cool Counties” initiative.

B. Background / Discussion

The Cool Counties program is a joint initiative between the National Association of Counties (NACo) and the Sierra Club that was unveiled during NACO’s national conference in July 2007. The program consists of two parts: a pledge to take action and a plan to carry those actions out at the local level. Participating counties are encouraged to sign a declaration or resolution which consists of three key elements. The first asks county governments to commit to reducing their operational greenhouse gas emissions by first creating an inventory of their local emissions and then planning and implementing policies and programs to achieve significant, measurable and sustainable reductions. The second element calls on local governments to work with regional and state governments to reduce regional greenhouse gas emissions by 80% by 2050. The third element calls on local governments to urge Congress and the President to enact a multi-sector national program of market-based incentives for reducing greenhouse gases by 80% by 2050. The Cool Counties program is designed to complement the Sierra Club’s Cool Cities program, which to date, has been signed by nearly 600 cities.

C. Financial Impact

There is no direct financial impact associated with this request. However, as part of the resolution, council would be making commitments to implement several Cool Counties initiatives, such as developing emission inventories and a master plan to reduce greenhouse emissions countywide.

The City of Columbia, which signed the similar U.S. Mayor’s Climate Protection Agreement in 2005, has been able to absorb any incremental costs within existing departmental budgets. The city has also been able to minimize costs by working with DHEC to develop emission inventories, and using sponsorships to offset other costs, such as programs and events. It is recommended that these considerations be taken into account during the implementation phase so as to minimize any financial impacts to the county.

D. Alternatives

1. Adopt the resolution in support of NACo’s Cool Counties initiative.
2. Do not adopt the resolution.

E. Recommendation

This request is at the discretion of county council.

Recommended by: Staff **Department:** Administration **Date:** November 13, 2007

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 11/15/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommendation is Council discretion. As stated in the financial section, Council would be making several commitments to the Cool Counties program...these commitments may result in a financial impact and additional staffing needs in the future which would require the identification of funding source and may require a budget amendment.

Legal

Reviewed by: Amelia Linder

Date: 11/15/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Both alternatives appear to be legally sufficient; therefore, this request is at the discretion of County Council. In addition, I concur with the comments of the Finance Director.

Administration

Reviewed by: Tony McDonald

Date: 11/21/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: All program initiatives should be manageable with existing resources.

Preface

Cool Counties Climate Stabilization Initiative

The threats of global climate change are now widely recognized as being among the most pressing issues facing us today. Recent statements by the world's scientific community affirm that there is no longer any doubt that human influences and activity play a major role in climate change.

Acting individually to address climate change will help, but we also must have a concerted, coordinated effort if we are to address this problem adequately. We as local governments may not regulate emissions from power plants, automobiles or even lawn and garden equipment, but we have both the opportunity and the responsibility to take aggressive steps to reduce our operational greenhouse gas emissions, while at the same time leveraging our collective resources within our regions through the appropriate boards and committees. We also must recruit our state and federal partners to take similar actions.

The "Cool Counties" Initiative consists of two parts: A pledge on our part to take action and a plan to carry that out. The U.S. Cool Counties Climate Stabilization Declaration serves as the pledge piece. The drafting of this declaration was led by King County, Washington, with input from the partners, including Fairfax County and the Sierra Club. Fairfax County took the lead on the operational planning guidance. The Cool Counties Policies and Programs Template provides a menu of policies and actions that local governments can use to help achieve the goals identified in the Cool Counties Declaration. The Template is still a work-in-progress, one that we envision turning over to our partners for development as a national best practices manual.

The Cool Counties Declaration consists of three key elements. The first asks county governments to commit to reducing their operational greenhouse gas (GHG) emissions by first creating an inventory of their local emissions and then planning and implementing policies and programs to achieve significant, measurable and sustainable reductions.

The second element of the Declaration calls on local governments to work closely with their regional and state governments and others to reduce regional GHG emissions to 80 percent below current levels by 2050. The idea is to develop regional GHG emissions inventories and create regional implementation plans that establish short-, mid-, and long-term emissions reduction targets. The goal is to stop the increase in emissions by 2010, and to achieve average reductions of 10 percent every five years thereafter through to 2050.

The third element of the Declaration calls on counties to urge Congress and the Administration to enact a multi-sector national program of market-based limits and incentives for reducing GHG emissions to 80 percent below current levels by 2050, and to urge Congress and the Administration to strengthen standards by enacting legislation such as a Corporate Average Fuel Economy ("CAFE") standard that achieves at least 35 miles per gallon (mpg) within 10 years for cars and light trucks.

The Cool Counties Policies and Programs Template, the menu or tool kit of suggested policies and programs for implementation, is designed to provide counties guidance on developing their own greenhouse gas emissions reduction plans. The document is divided into seven solution areas that are common to all local governments. It is not expected that every county will implement all of the policies and/or actions within the template, just those that are most applicable to their situation. Bridging diverse local and regional interests requires a flexible initiative that allows different types of commitments for different counties. Each solution area contains policies, actions and strategies for achieving emissions reductions. While each jurisdiction's Cool Counties plan will be unique, at a minimum, the plans (either as a separate plan or a plan that is woven into a larger environment or land use plan) should specify how each county is addressing global climate change.

In conclusion, it is worth noting the U.S. Mayors Climate Protection Agreement provided a necessary catalyst to facilitate dialogue on this important environmental issue. Likewise, the Sierra Club's Cool Cities program was instrumental in recruiting cities from across the country to sign the agreement and develop solutions to reduce their greenhouse gas emissions to 7 percent below 1990 levels. To date, nearly 600 cities have accepted the challenge. Cool Counties will complement Cool Cities, but will be more rigorous and comprehensive.

Gerald E. Connolly
Chairman
Board of Supervisors
Fairfax County, Virginia

Ron Sims
County Executive
King County, Washington

Carl Pope
Executive Director
Sierra Club

Planning Guide

Cool Counties Climate Stabilization Initiative

While every local jurisdiction's Cool Counties Climate Change Stabilization Plan will be unique, the four steps shown below can be used as a general guide in the development of a plan.

1. **Conduct a baseline emissions inventory.** Ideally, the inventory should be as comprehensive as possible. However, as a starting point, the local government could choose to begin by conducting an initial inventory on the energy efficiency solutions area in the template. The starting base year would be selected based upon the availability of reliable data (e.g., 2005). The inventory will provide a base emissions benchmark against which the county can measure future reductions and success.
2. **Adopt an emissions reduction target.** In the Cool Counties Declaration, individual counties pledge to "create an inventory of county government (operational) greenhouse gas ("GHG") emissions and implement policies, programs and operations to achieve significant, measurable and sustainable reduction of those operational GHG emissions..." The county may elect to pass a resolution or adopt a policy to reduce energy consumption in county operated buildings by a specified percentage (e.g., 1% per year). The target would help guide the planning and implementation of solutions to achieve "significant, measurable and sustainable" reductions of county operational GHG emissions while supporting the regional goal of reducing emissions 80% below current levels by 2050.
3. **Develop and implement a Cool Counties Climate Stabilization Plan.** While every local jurisdiction's plan will be unique and based on specific circumstances of the county, at a minimum each plan should include policies, programs and operations that the local government will take to reduce greenhouse gas emissions and achieve its emissions reduction target(s). An implementation plan may also include timelines, a description of financing mechanisms, and an assignment of responsibility to departments and staff. In addition, a successful plan should include a public outreach and education effort. Please see the Cool Counties Policies and Programs Template for a list of actions that local governments can implement.
4. **Monitor and verify results.** Monitoring and verifying progress on the implementation of policies, programs and operations to reduce or avoid greenhouse gas emissions is an essential and ongoing process. Monitoring begins once actions are implemented and continues for the life of the action, providing important feedback that can be used to improve the action over time.

Additional planning guidance can be found through the U.S. Environmental Protection Agency's website at www.epa.gov.

STATE OF SOUTH CAROLINA)
) A RESOLUTION OF THE
) RICHLAND COUNTY COUNCIL
COUNTY OF RICHLAND)

A RESOLUTION IN SUPPORT OF THE “COOL COUNTIES” INITIATIVE

WHEREAS, there is a widespread belief among leading scientists that global warming is among the most significant problems facing the world today; and

WHEREAS, scientific evidence has shown that global warming has resulted in increased occurrences of extreme weather events (i.e., droughts and floods), adverse impacts on plants and wildlife habitats, and threats to global food and water supplies – all of which have an economic impact on communities and their local governments; and

WHEREAS, leading scientists have projected that stabilization of climate change in time to minimize such impacts will require a reduction of global warming emissions to 80 percent below current levels by the year 2050; and

WHEREAS, currently the United States is responsible for producing approximately 25 percent of the world’s global warming pollutants; and

WHEREAS, many leading U.S. companies that have adopted greenhouse gas reduction programs to demonstrate corporate and operational responsibility have also publicly expressed preference for the federal government to adopt precise and mandatory emissions targets and timetables as a means by which to provide a uniform and predictable regulatory environment to encourage and enable necessary and long-term business investments; and

WHEREAS, state, regional and local governments throughout the United States are adopting emissions reduction targets and programs, and this effort is bipartisan, coming from Republican and Democratic leadership;

WHEREAS, the U.S. Conference of Mayors has endorsed the U.S. Mayors Climate Protection Agreement, which commits cities to reduction of global warming emissions to 7 percent below 1990 levels by 2012, and calls for a federal limit on emissions; and

WHEREAS, more than 100 county leaders signed a letter written by Dane County, Wisconsin, that was sent to the President in March 2006 calling for increased energy investment and development of jobs focused on clean energy technologies; and

WHEREAS, counties have a unique role to play in reducing greenhouse gas emissions and preparing for the impacts of climate change through their regional jurisdiction over policy areas such as air quality, land use planning, transportation, zoning, forest preservation, water conservation, and wastewater and solid waste management; and

WHEREAS, the economic arguments for implementing climate solutions are compelling, from the near-term economic gains of energy efficiency to the long-term climate stabilization that can prevent irreparable harm from catastrophic climate change impacts; and

WHEREAS, many counties throughout the nation, both large and small, are reducing global warming pollutants through programs that provide economic and quality of life benefits such as reducing energy bills, preserving green space, implementing better land use policies, improving air quality, promoting waste-to-energy programs, expanding transportation and work choices to reduce traffic congestion, and fostering more economic development and job creation through energy conservation and new technologies; and

WHEREAS, the National Association of Counties (NACo) and the Sierra Club have joined forces for a national initiative called “Cool Counties” to promote environmental awareness and emission reductions at the county level;

NOW, THEREFORE, BE IT RESOLVED THAT:

Richland County, as a “Cool County,” will take immediate steps within our community to achieve the 2050 climate stabilization goal by making the following commitments:

- 1) Create an inventory of our county government (operational) greenhouse gas (“GHG”) emissions and implement policies, programs and operations to achieve significant, measurable and sustainable reduction of those operational GHG emissions to help contribute to the regional reduction targets; and
- 2) Work closely with local, state, and federal governments and other leaders to reduce county geographical GHG emissions to 80 percent below current levels by 2050, by developing a GHG emissions inventory and regional plan that establishes short-, mid-, and long-term GHG reduction targets, with recommended goals to stop increasing emissions by 2010, and to achieve a 10 percent reduction every five years thereafter through to 2050; and
- 3) Urge Congress and the Administration to enact a multi-sector national program of requirements, market-based limits, and incentives for reducing GHG emissions to 80 percent below current levels by 2050, and urge Congress and the Administration to strengthen standards by enacting legislation such as a Corporate Average Fuel Economy (“CAFE”) standard that achieves at least 35 miles per gallon (mpg) within 10 years for cars and light trucks.
- 4) We will take immediate steps to identify regional climate change impacts and will draft and implement a county plan to prepare for and build resilience to those impacts.

Adopted this ___ day of _____. 200__.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joseph McEachern
Richland County Council

(SEAL)

ATTEST:

By: _____
Michielle R. Canon-Finch
Clerk of Council

Richland County Council Request of Action

Subject: Architectural Review Board Ordinance

A. Purpose

Council is asked to consider an ordinance that would create an Architectural Review Board.

B. Background / Discussion

During a June meeting of the Rules and Appointments Committee, the committee referred two ordinances creating an Architectural Review Board (ARB) to the Development and Services for consideration. Rules and Appointments did not make a recommendation as to whether the committee should support an ordinance, or which ordinance it should support.

There are currently two proposed ordinances before council for consideration.

Under the first ordinance, the ARB would have the following responsibilities:

- Advise the county council upon the designation of landmarks, landmark districts, architectural conservation districts, and protection areas.
- Carry out those regulatory duties relating to subsection (3)(a) of this section as set forth in this section.
- Plan and direct continuing studies of areas, physical features and improvements in the county relating to design, historic preservation, beautification, civic improvement and other considerations in furtherance of this subsection, and in doing so, properly coordinate such plans and studies with the various departments and agencies of the county.
- Engage in educational activities related to the furtherance of this subsection in order to promote appropriate design, historic preservation and conservation of historic or aesthetic features of the county.
- Advise, assist and represent the best interest of the county in matters relating to coordination of and assistance to other public bodies and private interests in activities related to this subsection.
- Advise and assist the county council in acquisition of any gift, grant, purchase, bequest, devise, lease, fee simple or lesser interest, development right, easement (including scenic easement), covenant or other contractual right which may accrue to the furtherance of the purposes of this subsection.

- Advise the county council in actions of eminent domain taken in furtherance of the purposes of this subsection.
- Upon request of the county council, manage, control and maintain any property related to the purpose of this subsection or to the purposes of the board.

Under the second proposed ordinance, the ARB would be responsible for:

- The board of architectural review shall review applications for permits for the following activities within AR districts which are subject to architectural review by the board pursuant to regulations in this article:
 - All new buildings and structures, excluding single-family residential development and exterior signs for existing commercial buildings;
 - All changes of use from residential to nonresidential;
 - Any alteration that increases the total impervious site area or gross floor area of a building;
 - All exterior signs for new developments;
 - All exterior signs and exterior alterations on buildings and sites in C districts. The board shall issue a certificate of approval for activities which comply with the applicable standards.
- The board may initiate establishment of AR architectural review overlay districts and zoning text amendments for this article.
- The board shall inventory historic and architecturally valuable buildings and structures, significant scenic areas, and unique districts, corridors and development areas; and make recommendations to the planning commission for specific architectural review standards to be adopted by the city council and applied in AR districts established to preserve and protect them. Standards may vary according to the character of the district, and shall be included in the ordinance establishing a specific AR district as a part of the district regulations.
- The board, by rules of procedure, may delegate to the zoning administrator the authority to approve specified activities, as outlined in subsection (a) of this section, which meet all applicable standards in this chapter without review by the board, subject to appeal to the board as provided in this article.
- The board may grant a variance from the strict application of architectural review standards to a particular parcel or structure after a public hearing held on 15 days' prior newspaper notice, upon making written factual findings that application of the regulations would result in unnecessary hardship, and that the property or structure to

be protected and the alternative site planning and building design approach meet the same design objectives; and the character of the district will not be harmed by the variance. In granting a variance of architectural review standards, the board may attach reasonable conditions in conformity with the purpose of this article.

C. Financial Impact

There is no direct financial impact associated with this request; however, if an ARB is created, there will be additional needs in the future to ensure that the board receives adequate staff support.

D. Alternatives

The following alternatives should be considered:

1. Approve the first proposed ordinance creating an Architectural Review Board.
2. Approve the second proposed ordinance creating an Architectural Review Board.
3. Do not approve an ordinance creating an Architectural Review Board.

E. Recommendation

This item was forwarded without recommendation from the Rules and Appointments Committee. This request is at the discretion of council.

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 10/12/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: No recommendation left to Council

Legal

Reviewed by: Amelia Linder

Date: 10/15/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend alternative 2 (an amendment to Chapter 26) or alternative 3. However, if alternative 2 is selected, this ordinance would have to go to the Planning Commission prior to second reading. The Committee also has the discretion to further amend the ordinance. I also recommend soliciting comments from the Planning Department prior to this ordinance moving forward.

Planning

Reviewed by: Joe Kocy

Date: 11/21/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: See attached page for comments.

Administration

Reviewed by: Tony McDonald

Date: 11/21/07

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the Planning Director's recommendations.

Memorandum:

To: Milton Pope
From: Jos. Kocy
Date: November 21, 2007
Re: Architectural Review Board

I have reviewed the County Council Request of Action for the Architectural Review Board Ordinance and offer these comments.

The 1st proposed ordinance:

- The County has not adopted design architectural or design guidelines. What criteria would the Review Board for district and building designation?
- The Planning Department does not have a staff member with architecture or design training. It will be difficult for existing Planning staff to create architectural/design guidelines or engage in educational activities.
- Without trained staff, it would be difficult to advise and assist in architectural and design activities, especially management and maintenance of properties.

The 2nd proposed ordinance:

- The County has not adopted design architectural or design guidelines. What criteria would the Review Board for district and building designation?
- The Planning Department does not have a staff member with architecture or design training. It will be difficult for existing Planning staff to create architectural/design guidelines.
- It will be difficult for existing Planning staff to advise a Review board in architectural review, including;
 - New structures
 - Changes in use
 - Building alterations
 - Signs
- The Planning Department does not have the education or expertise to undertake an inventory of historic and architecturally valuable buildings, or review inventories performed by a consultant.
- The Planning Department does not have the education or expertise to evaluate an application for a variance, especially reviewing alternative building design or impact on the character of a neighborhood.

Financial Impact

- The Planning Department would need consultants or trained staff to undertake the duties proposed in either of these ordinances.

Alternatives – a 4th choice

- Approve the 1st proposed ordinance creating an Architectural Review Board
- Approve the 2nd proposed ordinance creating an Architectural Review Board
- Do not approve the ordinance creating an Architectural Review Board
- A 4th choice

Adopt Neighborhood Design Standards contained in Neighborhood Plans

The Neighborhood Planning program, in collaboration with residents, is preparing detailed Neighborhood Plans (e.g., Decker Blvd). Neighborhood Plans contain detailed design recommendations, and could easily be adopted as architectural and design standards providing guidance to developers. These standards could be used as guidelines by the Planning Commission and Planning Department when reviewing development applications in Neighborhood Planning Areas.

The Planning Department is currently preparing a Zoning Overlay and Development Regulations creating regulatory guidelines and incentives to implement the Decker Blvd Neighborhood Plan. This could be a pilot project for design guidelines, gauging effectiveness and efficiency of a new program.

OPTION #1

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-07HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE VII, BOARDS, COMMISSIONS AND COMMITTEES; SECTION 2-326, BOARDS AND COMMISSION CREATED AND RECOGNIZED; SO AS TO CREATE AN ARCHITECTURAL REVIEW BOARD.

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

SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article VII, Boards, Commissions and Committees; Section 2-326, Boards and commissions created and recognized; is hereby amended by the addition of a new subsection creating the Richland County Architectural Review Board as follows:

(1) *Richland County Architectural Review Board.*

(1) *Creation.* There is hereby created a Richland County Architectural Review Board, pursuant to S.C. Code 1976, § 6-29-870, which shall serve the functions and in the capacities set forth herein.

(2) *Membership.* The membership of the board shall be as follows:

(a) *Number of members; qualifications of members.* The board shall consist of not more than ten members, of whom at least one shall be an architect registered in the state, at least one shall be a lawyer admitted to practice before the supreme court of the state, at least one shall be experienced as an architectural historian, at least one shall be experienced as a county planner, at least one shall be a real estate developer or licensed real estate broker, and one shall be an architect with historic preservation experience and the remainder, if any, shall be persons who, by reason of other experience or education, shall be qualified for service on such board. All members must be interested citizens residing in Richland County.

(b) *Appointment of members; terms; vacancies.* Every such member shall be appointed by the county council for a term of three years. However, in making the initial appointments, not more than five members shall be appointed for a term of two years and not more than five members shall be appointed for a term of three years, so that certain of the offices shall expire every year. Thereafter, their successors shall be appointed for terms of three years, or for the balance of any unexpired term. No member of the board may be appointed to serve for more than two

successive terms. The board may submit a list of recommended nominees to fill vacancies for consideration by the county council.

- (c) *Removal of members; compensation.* Members may be removed at any time with or without cause. Any member who fails to attend two consecutive meetings of the board without giving five days' advance written notice of conflict to the chairperson and secretary of the board shall be deemed to have abandoned his membership on the board. No member shall receive compensation for his/her service on the board, but he/she may be reimbursed for his/her actual expenses necessarily incurred in the performance of his/her official duties.
 - (d) *Rules of procedure; officers; records.* The procedures of the board shall be as follows: The board shall adopt, and from time to time may amend, bylaws concerning its internal management. Such bylaws and amendments must be approved by resolution of the county council. The board shall elect one of its members as chairperson and another as vice-chairperson. The county administrator shall designate an employee of the county to serve as its secretary. The records of the board shall set forth every determination made by the board, the vote of every member participating in such determination and the absence or failure to vote of every other member.
 - (e) The Committee shall meet at such times and places as determined by the Chairperson, but no less frequently than once per month.
- (3) *Responsibilities.* The Richland County Architectural Review Board shall have the following responsibilities:
- (a) Advise the county council upon the designation of landmarks, landmark districts, architectural conservation districts, and protection areas.
 - (b) Carry out those regulatory duties relating to subsection (3)(a) of this section as set forth in this section.
 - (c) Plan and direct continuing studies of areas, physical features and improvements in the county relating to design, historic preservation, beautification, civic improvement and other considerations in furtherance of this subsection, and in doing so, properly coordinate such plans and studies with the various departments and agencies of the county.
 - (d) Engage in educational activities related to the furtherance of this subsection in order to promote appropriate design, historic preservation and conservation of historic or aesthetic features of the county.

- (e) Advise, assist and represent the best interest of the county in matters relating to coordination of and assistance to other public bodies and private interests in activities related to this subsection.
- (f) Advise and assist the county council in acquisition of any gift, grant, purchase, bequest, devise, lease, fee simple or lesser interest, development right, easement (including scenic easement), covenant or other contractual right which may accrue to the furtherance of the purposes of this subsection.
- (g) Advise the county council in actions of eminent domain taken in furtherance of the purposes of this subsection.
- (h) Upon request of the county council, manage, control and maintain any property related to the purpose of this subsection or to the purposes of the board.

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2007.

RICHLAND COUNTY COUNCIL

BY: _____
Joseph McEachern, Chair

ATTEST THIS THE _____ DAY
OF _____, 2007.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

OPTION #2

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-07HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE II, ADMINISTRATION; SO AS TO CREATE A RICHLAND COUNTY ARCHITECTURAL REVIEW BOARD.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Administration; is hereby amended by the addition of a new section creating the Richland County Architectural Review Board as follows:

Sec. 26-37. Richland County Architectural Review Board.

(a) Established; organization.

- (1) A board of architectural review is established to review proposals within architectural review districts. The board shall consist of seven residents of the county appointed by the county council for staggered terms of four years, commencing January 1. Members shall not be appointed for more than two consecutive terms.
- (2) The board shall be composed of at least three, but no more than four, professionals from among the following fields: architecture, landscape architecture, horticulture, building construction, engineering, and urban planning. Two members shall own property, a business, or be a resident of an architectural review district. At least one, but not more than two, members shall be at-large resident members who are neither design professionals nor property owners, business owners, or residents of an architectural review district. Any vacancy in membership shall be filled for the unexpired term by the city council, which shall have the authority to remove any member. No member of the commission may hold another public office position in the city.
- (3) The board shall elect annually a chair and vice-chair from among its members. It shall adopt bylaws and rules of procedure and keep a record of its proceedings in accordance with state law and these regulations. Minutes of meetings shall state the reasons for granting or denying certificates of approval.
- (4) Four members of the board shall constitute a quorum for the conduct of business. The members shall serve without compensation, except for reimbursement for

authorized expenses attendant to the performance of their duties. The board shall meet at the call of the chair or at such regular intervals as determined by the board. Meetings shall comply with the Freedom of Information Act, S.C. Code 1976, § 30-4-10 et seq.

(a) Powers and duties of the board.

(1) The board of architectural review shall review applications for permits for the following activities within AR districts which are subject to architectural review by the board pursuant to regulations in this article:

a. All new buildings and structures, excluding single-family residential development and exterior signs for existing commercial buildings;

b. All changes of use from residential to nonresidential;

c. Any alteration that increases the total impervious site area or gross floor area of a building;

d. All exterior signs for new developments;

e. All exterior signs and exterior alterations on buildings and sites in C districts. The board shall issue a certificate of approval for activities which comply with the applicable standards.

(2) The board may initiate establishment of AR architectural review overlay districts and zoning text amendments for this article.

(3) The board shall inventory historic and architecturally valuable buildings and structures, significant scenic areas, and unique districts, corridors and development areas; and make recommendations to the planning commission for specific architectural review standards to be adopted by the city council and applied in AR districts established to preserve and protect them. Standards may vary according to the character of the district, and shall be included in the ordinance establishing a specific AR district as a part of the district regulations.

(4) The board, by rules of procedure, may delegate to the zoning administrator the authority to approve specified activities, as outlined in subsection (a) of this section, which meet all applicable standards in this chapter without review by the board, subject to appeal to the board as provided in this article.

(5) The board may grant a variance from the strict application of architectural review standards to a particular parcel or structure after a public hearing held on 15 days' prior newspaper notice, upon making written factual findings that application of the regulations would result in unnecessary hardship, and that the property or structure to be protected and the alternative site planning and

building design approach meet the same design objectives; and the character of the district will not be harmed by the variance. In granting a variance of architectural review standards, the board may attach reasonable conditions in conformity with the purpose of this article.

Secs. 26-38 – 26-50. Reserved.

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2007.

RICHLAND COUNTY COUNCIL

BY: _____
Joseph McEachern, Chair

ATTEST THIS THE _____ DAY
OF _____, 2007.

Michielle R. Cannon-Finch
Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

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

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

Richland County Council Request of Action

Subject: Animal Care Facility MOU with Lexington County and Project Pet

A. Purpose

County Council is requested to approve the attached MOU with Lexington County and Project Pet regarding the construction of a joint facility for the purpose of providing specific animal services.

B. Background / Discussion

Per direction from Richland County Council, staff pursued a partnership with Lexington County and Project Pet to construct a facility to provide specific animal services. Project Pet is organized for the purpose of reducing pet overpopulation, providing care to animals that are homeless, developing a comprehensive community spay/neuter program, and to initiating educational programs for the benefit of the public

Per the MOU, Lexington County and Richland County, in partnership with Project Pet, will finance the construction of a 25,400 ± square foot facility consisting of a two-story structure, to be located on property owned by Lexington County on Bower Parkway.

Lexington and Richland Counties must each, per the MOU, agree to contribute One Million Five Hundred Thousand (\$1,500,000) Dollars to aid in the construction of the facility. In addition, Project Pet agrees to contribute the balance of any construction costs through private cash donations and/or private in-kind donations of time, equipment and material [approximately One Million (\$1,000,000) Dollars].

Project Pet shall be responsible for the design and construction of the new facility, subject to the approval of Lexington County Council and Richland County Council. Project Pet shall also provide, in writing, quarterly updates on the status of the project to both County Councils.

Project Pet agrees to lease the facility from Lexington and Richland Counties and to operate a no-kill companion pet shelter/adoption center, and to provide other services as may be designated by the Counties. A mutually agreed upon lease agreement shall be signed by the parties that sets forth the Counties' agreed upon service requirements.

Contingencies are provided for in the MOU in the event that Project Pet is unwilling or unable to abide by its commitments per the MOU.

Once the MOU is agreed upon and executed by all parties, the three entities have up to 90 days to identify and appropriate their respective funds. Richland County will fund this project with the issuance of a bond. Richland County Council gave second reading to the bond ordinance for this project on October 16, 2007. This item is currently being held for

third reading until the MOU is agreed upon and executed by Richland County, Lexington County, and Project Pet.

C. Financial Impact

Lexington and Richland County Councils will each contribute One Million Five Hundred Thousand (\$1,500,000.00) Dollars to construct the facility that will provide for services to both counties. Project Pet will contribute approximately \$1,000,000 via private cash donations and/or private in-kind donations of time, equipment and material.

Richland County will fund this project with the issuance of a bond. Richland County Council gave second reading to the bond ordinance for this project on October 16, 2007. This item is currently being held for third reading until the MOU is agreed upon and executed by Richland County, Lexington County, and Project Pet.

D. Alternatives

1. Approve the attached MOU with Lexington County and Project Pet regarding the construction of a joint facility for the purpose of providing specific animal services.
2. Amend the attached MOU with Lexington County and Project Pet regarding the construction of a joint facility for the purpose of providing specific animal services.
3. Proceed in a different direction with regards to the construction of this facility, or choose not to proceed with the construction of any facility at this time.

E. Recommendation

It is recommended that Council approve the attached MOU with Lexington County and Project Pet regarding the construction of a joint facility for the purpose of providing specific animal services.

Recommended by: J. Milton Pope Department: Administration Date: 11/9/07

F. Reviews

This information is presented in draft form for council discussion. Additional staff review will be performed based on the direction received from county council.

DRAFT

STATE OF SOUTH CAROLINA)	MEMORANDUM OF UNDERSTANDING
)	AND AGREEMENT BETWEEN LEXINGTON
)	COUNTY, SOUTH CAROLINA; RICHLAND
COUNTY OF LEXINGTON)	COUNTY, SOUTH CAROLINA; AND
)	PROJECT PET, A 501(C)(3) ORGANIZATION

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT is made and entered into this ____ day of _____, 2007, by and between Lexington County and Richland County, South Carolina (the “Counties”), and Project Pet, a non-profit, 501(c)(3) organization.

WHEREAS, it is the desire of the parties hereto to partner in the construction of a joint facility for the purpose of providing specific animal services; and

WHEREAS, the Lexington and Richland County Council’s recognize the positive influence this project will have on the quality of life for residents of the Counties, and desire to provide essential services through the use of the facility; and

WHEREAS, the Lexington and Richland County Councils, in exchange for the aforementioned contributions, has determined that it is appropriate to grant the sum of One Million Five Hundred Thousand (\$1,500,000.00) Dollars each to construct a facility that provides for services to the counties;

WHEREAS, Project Pet is organized for the purpose of reducing pet overpopulation, proving care to animals that are homeless, developing a comprehensive community spay/neuter program, and to initiating educational programs for the benefit of the public;

NOW, THEREFORE, in consideration of the mutual benefits, covenants and agreements described herein, the parties hereto agree as follows:

1. Lexington County and Richland County, in partnership with Project Pet, shall finance the construction of a 25,400 ± square foot facility consisting of a two-story structure. The location of the building shall be on property owned by Lexington County on Bower Parkway.
2. Lexington and Richland Counties agree to contribute the sum of One Million Five

Hundred Thousand (\$1,500,000) Dollars each to aid in the construction of the facility. This provision is contingent on both Counties appropriating the funds for this project. In addition, Project Pet agrees to contribute the balance of any construction costs through private cash donations and/or private in-kind donations of time, equipment and material [approximately One Million (\$1,000,000) Dollars].

3. Project Pet shall be responsible for the design and construction of the new facility, subject to the approval of Lexington County Council and Richland County Council. Project Pet shall also provide, in writing, quarterly updates on the status of the project to both County Councils.
4. Project Pet agrees to lease the facility from Lexington and Richland Counties and to operate a no-kill companion pet shelter/adoption center, and to provide such other services as may be designated by the Counties. A mutually agreed upon lease agreement shall be signed by the parties that sets forth the Counties' agreed upon service requirements.
5. Should Project Pet fail to provide the services as needed by Lexington County and Richland County, the Counties shall have the following options:
 - A. The Counties may agree to select another non-profit third part to operate the facility; or
 - B. The Counties may agree to jointly operate the facility; or
 - C. Lexington County may purchase Richland County's 50% interest in the value of the building at the then current appraised value of the building; or
 - D. Richland County may purchase Lexington County's 50% interest in the value of the building and 100% interest in the value of the land based upon the then current appraised values;
 - E. If none of the above options are agreed upon, then the land and building shall be sold and the proceeds divided based upon the following:
 1. The net sale of the building proceeds shall be divided equally between the counties.
 2. Lexington County shall receive 100% of the net proceeds on the value of the land as part of the sale of the facilities.
6. Should any party fail to provide evidence that their portion of the funding for the

construction of the facility, as outlined above, has been identified and appropriated within ninety (90) days from the effective date of this Memorandum, then this Memorandum shall immediately be null and void as to all the parties hereto.

IN WITNESS WHEREOF WE THE UNDERSIGNED have this _____ day of _____, 2007, set our hand and seal hereon.

LEXINGTON COUNTY

WITNESSES:

Chair

RICHLAND COUNTY

WITNESSES:

Chair

PROJECT PET

WITNESSES:

Board of Directors, President

The County of Richland



Office of the County Attorney

MEMORANDUM

TO: Milton Pope, County Administrator
FROM: *LS* Larry C. Smith, Richland County Attorney
SUBJECT: Establishment of Franchise Fees upon utilities operating in Richland County
DATE: November 14, 2007

1. The County has the legal authority to impose franchise fees upon utilities operating in the County's designated Service Area without the County's consent.
2. The County's designated Service Area is defined as "an area in which the particular service is being provided or funds have budgeted or funds have been applied for as certified by the governing body thereof."
3. If the County designated a "Service Area," the County's consent and application of the fee would only likely apply to new service.
4. Telephone, telegraph, gas and electric are exempt and don't require the County's consent to operate.
5. In addition to the imposition of a franchise fee, the County could also consider the imposition of a business license tax on the for the extension of the lines in the unincorporated.

Cc: Honorable Joseph McEachern, Chair of Richland County Council
Tony McDonald, Assistant County Administrator
Any Metts, Utilities Director