



RICHLAND COUNTY COUNCIL

DEVELOPMENT AND SERVICES COMMITTEE

Julie-Ann Dixon	Bill Malinowski	Norman Jackson (Chair)	Jim Manning	Seth Rose
District 9	District 1	District 11	District 8	District 5

SEPTEMBER 24, 2013

5:00 PM

2020 Hampton Street

CALL TO ORDER

APPROVAL OF MINUTES

1. Regular Session: July 23, 2013 [**PAGES 4-7**]

ADOPTION OF AGENDA

ITEMS FOR ACTION

2. Ordinance Amendment for Town of Irmo Roadway Maintenance [**PAGES 8-28**]
3. UPDATE: Bagging Yard Debris in Solid Waste Collection Service Areas 2 and 6 [**PAGES 29-40**]
4. Amend Section 6-84, Boarded-up Structures, so as to include commercial structures; and change the

name of the “Unsafe Housing Division” to the “Unsafe Structures Division” [PAGES 41-48]

5. Closing Unlicensed Businesses [PAGES 49-53]
6. Proclamation Designating October 2013 as Community Planning Month in Richland County [PAGES 54-57]
7. Enter into a Restrictive Covenant Agreement with John A. Grant Concerning Property Located at 6319 Shakespeare Road, Columbia, SC [PAGES 58-65]
8. Delete the Requirement of Craftsmen Qualification Cards [PAGES 66-70]
9. Direct Staff to Establish Mobile Home Park Regulations that are Enforced by the Building Codes and Inspections Department [PAGES 71-75]
10. Hopkins Farmland Conservation Easement [PAGES 76-106]
11. Amend the Buffer Requirements for Religious Institutions that are Located in General Commercial or Industrial Zoning Districts [PAGES 107-111]
12. Richland County Community Garden Program [PAGES 112-115]

ADJOURNMENT



Special Accommodations and Interpreter Services

Citizens may be present during any of the County’s meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such

modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.

Richland County Council Request of Action

Subject

Regular Session: July 23, 2013 [**PAGES 4-7**]

Reviews

MINUTES OF



**RICHLAND COUNTY COUNCIL
DEVELOPMENT AND SERVICES COMMITTEE
TUESDAY, JULY 23, 2013
5:00 P.M.**

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

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MEMBERS PRESENT

Chair: Norman Jackson
Member: Bill Malinowski
Member: Jim Manning
Member: Seth Rose

Absent: Julie-Ann Dixon

ALSO PRESENT: Kelvin Washington, Torrey Rush, Damon Jeter, Greg Pearce, Tony McDonald, Sparty Hammett, Roxanne Ancheta, John Hixon, Geo Price, Tracy Hegler, Quinton Epps, Kecia Lara, Donny Phipps, Brad Farrar, Warren Harley, Dwight Hanna, Ismail Ozbek, Ray Peterson, Buddy Atkins, Rodolfo Callwood, Rudy Curtis, Amelia Linder, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting started at approximately 5:06 p.m.

APPROVAL OF MINUTES

June 25, 2013 (Regular Session) – Mr. Rose moved, seconded by Mr. Manning, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

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

ITEMS FOR ACTION

Ordinance Amendment for Town of Irmo Roadway Maintenance – Mr. Manning moved, seconded by Mr. Malinowski, to defer this item until the September Committee meeting. The vote in favor was unanimous.

Community Use of County Facilities – Mr. Malinowski moved, seconded by Mr. Rose, to forward to Council a recommendation to approve the updated language presented at the committee meeting. A discussion took place.

Mr. Manning made a friendly amendment to fully refund the fee, if there is no damage or extraordinary clean up required by County personnel, to County-approved Neighborhood Associations; and that Saturday and Sunday start times can be adjusted by special approval by the County Administrator or their designee.

The vote in favor was unanimous.

Bagging Yard Debris in Solid Waste Collection Service Areas 2 and 6 – Mr. Malinowski moved, seconded by Mr. Manning, to forward to Council a recommendation to approve staff's recommendation and have staff to draft proposed language for the September 10th Council meeting for areas with and without storm drains. The vote in favor was unanimous.

Exploration of Water and/or Sewer Service Expansion in Unincorporated Richland County – Mr. Malinowski moved, seconded by Mr. Jackson, to forward to Council a recommendation to approve staff moving forward to bring back a preliminary project scope and estimated costs. The vote was in favor.

Amend Section 6-84, Boarded-up Structures, so as to include commercial structures; and change the name of the "Unsafe Housing Division" to the "Unsafe Structures Division" – Mr. Manning moved, seconded by Mr. Rose, to defer this item until the September Committee meeting. The vote in favor was unanimous.

Adopt and Codify the 2011 and 2012 Editions of the National and the International Codes – Mr. Manning moved, seconded by Mr. Rose, to forward to Council a recommendation to approve the request to adopt and codify the 2011 edition of the National Electrical Code and the 2012 editions of the International Residential Code, International Building Code, International Plumbing Code, International Mechanical Code, International Fire Code, and International Property Maintenance Code. The vote in favor was unanimous.

Acquisition of Unclaimed Land within Undeveloped Right of Ways for Devils Ditch Maintenance Access and Enhancement – Mr. Manning moved, seconded by Mr. Rose, to forward to Council a recommendation to approve the request to approve the acquisition of the unclaimed lands adjacent to the parcels along the Devils Ditch maintenance project. The vote in favor was unanimous.

Termination of the Restrictive Covenants for the Private Driveway Subdivision—Murray Lancaster Estates – Mr. Manning moved seconded by Mr. Rose seconded, to forward to Council a recommendation to approve the request to terminate the Restrictive Covenants that currently exist for the private driveway subdivision—Murray Lancaster Estate. The vote in favor was unanimous.

Codify Property Maintenance Regulations – Mr. Manning moved, seconded by Mr. Rose, to forward to Council a recommendation to approve the request to codify unsafe structures regulations. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 5:59 p.m.

Submitted by,
Norman Jackson, Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

Ordinance Amendment for Town of Irmo Roadway Maintenance [**PAGES 8-28**]

Reviews

Notes

July 23, 2013 - The Committee unanimously approved Mr. McDonald's recommendation to defer the item to the September 24, 2013 Committee meeting.

Richland County Council Request of Action

Subject: Acceptance of Roadways for Maintenance
in the Town of Irmo

A. Purpose

To amend Ordinance 21-6 that controls acceptance of roadways so that where a development in the Town of Irmo is located in both Richland and Lexington Counties with more than 50% of the development located in Lexington County, the public improvements will be controlled by Lexington County regulations.

B. Background / Discussion

Richland County provides roadway maintenance to the Town of Irmo under an Intergovernmental Agreement approved in 2007 (see Appendix 1). The Intergovernmental Agreement makes Public Works responsible for roadway and drainage maintenance within the incorporated community. Richland County has this type of agreement in effect with every community within the county except the City of Columbia. Many other county services are provided by this method.

The Town of Irmo is located on the boundary line between Richland and Lexington Counties and accepts roads created by land development projects that may be located in both Counties. Richland and Lexington Counties have different standards and processes for accepting roads for public maintenance. The Town of Irmo has requested Richland and Lexington Counties to create a policy that allows for consistent standards within a development.

Below is a summary of the differences in standards and processes as it relates to road construction:

- The average Daily Traffic (ADT) is calculated differently, which is a factor in road design.
- Richland County uses a structural number based on the soil type to design the pavement thickness. Lexington County offers design criteria for pavement thickness based on two options: one with and one without a soils report. In the instances where a soils report is provided, Lexington County's design standards are less than our minimum design standards.
- An important test prior to placing pavement is the proof roll. This is typically accomplished by observing the passage of a loaded dump truck over the area to be paved. Richland County requires density reports from a geotechnical engineer prior to proof roll and Lexington County receives information from the geotechnical technician on site at proof roll.
- Richland County requires asphalt core data, which is used to analyze the integrity of road construction and is a factor in acceptance. Lexington County *may* require this data.
- Richland County regulations require a maximum specified time frame that subgrade and/or stone base can be left exposed to prohibit damage by inclement weather. Lexington County's regulations do not specify a timeframe.

C. Legislative / Chronological History

See the Intergovernmental Agreement dated July 2007 in Appendix 1.
See Section 21-6 of Richland County Code of Ordinances in Appendix 2

D. Financial Impact

The differences in standards and processes may result in a thinner pavement section or less rigorous inspection of construction. These conditions could result in a pavement that requires more maintenance or has a shortened life span.

E. Alternatives

1. Approve the request to amend Ordinance 21-6 to allow acceptance for maintenance of pavements constructed to Lexington County standards in the Town of Irmo.
2. Do not approve the request to amend Ordinance 21-6 to allow acceptance for maintenance of pavements constructed to Lexington County standards in the Town of Irmo.

F. Recommendation

It is recommended that Council approve the request to amend section 21-6 to allow acceptance for maintenance of pavements constructed to Lexington County standards in the Town of Irmo, when more than 50% of the development is located in Lexington. The amendment is included in Appendix 3.

Recommended by: Sparty Hammett, Assistant Administrator, February 28, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers	Date: 3/21/13
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Public Works

Reviewed by: David Hoops	Date: 3/22/13
<input type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
<input checked="" type="checkbox"/> Recommend Council Discretion	
Comments regarding recommendation: This request could result in increased future maintenance costs.	

Legal

Reviewed by: Elizabeth McLean	Date: 3/22/13
<input type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation: Policy decision left to Council’s discretion. It appears as though Lexington’s standards are not quite as stringent as ours, which could over time potentially lead to more liability for accidents due to road flaws. I assume that our ordinances were passed to protect the health, safety and welfare of the citizens of Richland County and it seems somewhat counterintuitive to exempt out the Town of Irmo from those protections.	

Administration

Reviewed by: Sparty Hammett	Date: 3/22/13
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✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This amendment would have minimal financial impact as it would only address residential subdivisions in Irmo that are located in both Lexington and Richland counties. The situation has only occurred on average once every year or two. It is not feasible to construct a road to two different standards. This amendment to have the jurisdiction with the greater percentage of the project serve as the lead is a reasonable compromise to address the issue.

RECEIVED
OCT 11 2007

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL AGREEMENT
)
) FOR ROADS & MAINTENANCE AND
COUNTY OF RICHLAND) NPDES PHASE II COMPLIANCE

This agreement, made and entered into in duplicate originals this ___ day of July, 2007, by and between the County of Richland, a body politic duly created and existing pursuant to the provisions of the S.C. Code Ann. § 4-9-10 *et seq.*, (hereinafter referred to as "the County"), and the Town of Irmo, a municipal corporation, created and existing pursuant to S.C. Code Ann. § 5-7-10 *et seq.* (hereinafter referred to as "the Municipality");

WITNESSETH:

ARTICLE 1 - ROADS, DRAINAGE, SEDIMENT CONTROL, PLAN REVIEW, AND INSPECTION.

WHEREAS, the Municipality wishes to provide for the maintenance of roads and drainage infrastructure within its corporate limits; and

WHEREAS, the Municipality has no staff or equipment for maintenance of roads or drainage infrastructure; and

WHEREAS, the County has staff and equipment for maintenance of roads and drainage infrastructure and provides these services in the unincorporated parts of Richland County; and

WHEREAS, the Municipality wishes to establish consistency with the County with regard to the design and construction of roads and drainage infrastructure, sediment control, and floodplain management; and

WHEREAS, the County has adopted and administers comprehensive design and construction standards for roads, drainage infrastructure, and sediment control measures constructed under its jurisdiction; and

WHEREAS, both parties hereto are authorized to enter into this agreement by virtue of the provisions of Section 4-9-40 of the South Carolina Code of Laws of 1976.

NOW, THEREFORE, in consideration of the promises, and the mutual understanding and obligations hereinafter set forth, the parties hereto agree as follows:

Section I - County Responsibilities

A. Through its Department of Public Works, the County will provide routine maintenance on all those roads, located within the corporate limits of the Municipality, that have been accepted for maintenance either by the County in accordance with Section 21-7 of the Richland County Code of Ordinances or by the Municipality.

The level of maintenance provided will be subject to the availability of funds, labor,

and equipment for the County's overall road maintenance responsibility. The same level of maintenance will be provided on roads within the corporate limits as on those in unincorporated areas. Maintenance will include, but not be limited to:

- Pavement
- Drainage within the R/W
- Traffic Control signs
- Street name signs
- Shoulders, if necessary

With the exception of street name signs, the County will not provide maintenance on roads that have been taken into the State Highway System. The County will provide name signs on all roads within the corporate limits.

B. The County will incorporate the County maintained roads within the corporate limits into its pavement management system. All roads will be selected and prioritized for resurfacing based on their overall condition relative to all other roads in the pavement management system as measured by their pavement condition rating.

C. The drainage infrastructure located off of road rights-of-way within the corporate limits will be maintained by the County subject to the limitations contained in Chapters 21 & 26 of the Richland County Code of Ordinances. The level of maintenance provided will be subject to the availability of funds, labor, and equipment available for the County's overall drainage maintenance responsibilities and strictly within County's guidelines. The same level of maintenance will be provided within the corporate limits as in unincorporated areas.

Maintenance under the terms of this agreement is comprised of, but not limited to, activities such as:

- Cleaning drainage ditches
- Cleaning and/or repairing closed storm sewers
- Cleaning and/or repairing catch basins, drop inlets, junction boxes, etc.
- Minor ditch excavation
- Minor storm sewer installation that can be accomplished by County maintenance forces.

Maintenance does not include construction of major capital drainage improvement projects. Under the terms of this agreement, a major capital drainage improvement project is one requiring a private construction contract in the judgement of the County's Public Works Director.

D. Beginning September 1, 2007, Municipality will be responsible for plan review. The County recognizes the Municipality as an approved Delegated Entity. The County will accept roads and drainage maintenance for these approved projects in accordance with Chapters 21 & 26 of the Richland County Code of Ordinances. The County may require from time to time

documentation as needed, to insure its standards are being met. In addition, the County reserves the right, at any time, to inspect plan review process or inspection reports of a land disturbance project as necessary for quality assurance purposes. The County will be the final authority of issues related to construction quality of facilities it is expected to maintain.

Section II - Municipal Responsibilities

A. As a prerequisite to its authorization for the construction of new developments within the corporate limits involving new roads and/or drainage infrastructure, the Municipality will maintain an approved Delegated Entity.

B. As a prerequisite to its issuance of building permits or land disturbance permits for new commercial buildings within the corporate limits, the Municipality will require the review and approval of site plans with regard to erosion control measures, floodplain management requirements, and road access regulations.

C. As a prerequisite to its acceptance of maintenance responsibilities for new roads and/or drainage systems within the corporate limits, the Municipality will require a certification that they were constructed in accordance with approved plans and specifications.

D. As a prerequisite to its issuance of certificates of occupancy for new commercial buildings within the corporate limits, the Municipality will require the inspection and approval of site improvements related to stormwater management, floodplain management, and road access.

E. The Municipality will submit plans (preliminary plans, approved plans and as-built plans) for developments and commercial buildings within the corporate limits to the County's Engineer's office for Quality Assurance and data management purposes. Municipality will copy to County any of the quality inspection reports during the execution of the project and any other related documentation for County filing purposes.

F. The Municipality, within a reasonable time after the execution of this agreement, shall adopt or amend applicable ordinances as required to make them compatible with the requirements of a Delegated Entity for SC DHBC approval.

Section III - Funding

The County will assess the residents of the Municipality the same taxes and fees for the aforementioned services, and at the same rates that are assessed in the unincorporated areas of Richland County. The taxes and fees generated thereby shall be full compensation to the County for the services provided by the County pursuant to this agreement. The provisions of this section are applicable to:

- Real and personal property taxes
- Automobile registration fees
- Subdivision processing fees

"C" funds allocated to Richland County pursuant to State statute will be utilized by the

County for road improvement projects within the corporate limits as well as in the unincorporated parts of Richland County. The County will initiate projects on behalf of the Municipality in accordance with its established capital road improvement programs.

Section IV - Capital Drainage Improvements

Capital improvement programs to improve drainage and reduce the impact of flooding in the unincorporated parts of Richland County are occasionally funded by the County through the issuance of bonds. To participate in these programs, the Municipality must request and agree to have the millage for bond debt service levied within the corporate limits. If approved by County Council, capital projects within the corporate limits will be eligible for inclusion in the program. The County would provide program management and project management. Project selection within the corporate limits will be done in consultation with the Municipality.

ARTICLE 2 - NPDES STORMWATER PERMIT COVERAGE

WHEREAS, the Municipality is responsible for compliance with NPDES stormwater discharge permit requirements within its corporate limits; and

WHEREAS, the Municipality and the County have determined that the Municipality will be responsible for providing the services required by the NPDES permit within the corporate limits; and

WHEREAS, both parties hereto are authorized to enter into this agreement by virtue of the provisions of Section 4-9-40 of the South Carolina Code of Laws of 1976.

NOW, THEREFORE, in consideration of the promises, and the mutual understanding and obligations hereinafter set forth, the parties hereto agree as follows:

Section I- Obligation to Comply with Permit

The Municipality shall be responsible for compliance with the NPDES permit and the County shall have no responsibility for compliance. The County shall only be responsible for maintenance of the storm drainage system per Article I.

ARTICLE 3 - GENERAL

Section I- Severability

The provisions of this Agreement are to be considered joint and severability such that the invalidity of any one section will not invalidate the entire agreement.

Section II- Successors and Assigns

Whenever in this Agreement the Municipality or the County is named or referred to, it shall be deemed to include its or their successors and assigns and all covenants and agreements in this

Agreement contained by or on behalf of the Municipality or the County shall bind and inure to the benefit of its or their successors and assigns whether so expressed or not.

Section III - Extension of Authority

The parties agree that all authorizations, empowerments, and all rights, titles, and interest referred or referenced to in this Agreement are intended to supplement the authority the County has or may have under any provision of law.

Section IV - Termination by the County

The County shall be entitled to terminate this Agreement, and the County shall be released from any obligations under this agreement if: (1) the County is rendered unable to charge or collect the applicable taxes or fees; or (2) the County Council acts to terminate this Agreement with the Municipality due to an adverse court decision affecting the intent of this Agreement.

Section V- Termination by the Municipality

The Municipality shall be entitled to terminate this Agreement, and the County shall be released from any obligations under this agreement if the Municipal governing body acts to terminate this Agreement with the County due to an adverse court decision regarding this Agreement or a contrary EPA/SC DHEC regulation.

In the event the Municipality terminates this agreement, the County shall be entitled to continue to collect all applicable taxes and fees within the Municipality for the tax year when the termination occurs. However, the Municipality will be entitled to a pro-rata distribution of such collections based on the percentage of the calendar year such services were provided.

Section VI- Insurance

For the duration of this Agreement, each party shall maintain a liability program adequate to meet at least the limits of the South Carolina Tort Claims Act.

Section VII- Duration

The duration of this Agreement shall be for a term of five (5) years, and will be automatically renewed for a like term unless one of the parties to the Agreement gives written notice to the other parties of an intent to terminate. Said notices must be given at least sixty (60) days prior to the County Auditor's calculations of the millage rates for the upcoming tax year; or unless otherwise terminated pursuant to Article III, Section IV or V, above.

Section VIII- Previous Agreements

This agreement supersedes all previous agreements between the County and the Municipality covering provision of these services.

IN WITNESS WHEREOF, the parties hereto have hereunder caused their names to be affixed

as heretofore duly authorized on the date first above written.

WITNESSES:

Debra Keating
Tony McDonald

John L. Gibbons
John L. Gibbons

COUNTY OF RICHLAND

By: [Signature]
Milton Pope
County Administrator

Richland County Attorney's Office
[Signature]
Approved As To LEGAL Form Only.
No Opinion Rendered As To Content.

TOWN OF IRMO

By: [Signature]
John L. Gibbons
Mayor

Appendix 2

Sec. 21-6. Standards for streets and drainage.

(a) Except as provided for in sections [21-4](#) and 21-5 above, only those streets, roads, and drainage systems designed and constructed in accordance with the standards prescribed herein will be accepted for maintenance by the County.

(b) **Streets:** The minimum acceptable street is a paved street designed and constructed in accordance with the standards adopted by the County Engineer; provided, however, that an exception may be allowed whenever the County Council deems that the variance in design is minimal or of such nature that it will not otherwise pose an undue burden or risk upon the County. Where determined necessary and in the sole discretion of the County Council, the County, with the agreement of those property owners served by such roadway, may consent to accept a roadway with special conditions as to any particular non-conforming aspects with regard to county road standards. Only those streets located in subdivision developments where individually owned lots front directly on the street rights-of-way will be accepted by the County. This will apply to residential, commercial and industrial subdivisions. Streets and drainage systems serving group developments such as shopping centers, apartment complexes, condominiums and mobile home parks will not be accepted for maintenance by Richland County.

(c) **Storm drainage:** Drainage systems will be designed and constructed in accordance with Chapter 26, Article VIII, of the Richland County Code of Ordinances, and the standards adopted by the County Engineer.

(d) **Specifications:** Materials and construction of streets and drainage systems will be in accordance with the applicable sections of the current edition of the Standard Specifications for Highway Construction published by South Carolina Department of Transportation, except where specifically noted otherwise in the standards adopted by the County Engineer.

(e) **Acceptance:** County acceptance of new streets and drainage systems shall be accomplished through the acceptance of easement and right-of-way deeds. The County accepts no responsibility for the streets or drainage system until the easement documents or deeds are executed by both parties and recorded.

(f) **Warranty:** As a prerequisite to the County's acceptance of new streets and drainage systems, the grantor (developer) shall provide a warranty to the County for a period of one (1) year. The warranty shall pertain to the design and construction of the streets and drainage system in accordance with these standards and their satisfactory performance during the warranty period. The warranty period shall commence with the Countys formal acceptance of the roads and drainage system. The grantor is not responsible for repairing damage done to the roads subsequent to acceptance that was not a result of design or construction failure.

(g) **Inspection fee:** The grantor (developer) is responsible for the costs associated with providing all quality control/quality assurance testing and inspections required during construction of new roads and the associated drainage systems to ensure compliance with the applicable design

and construction standards. The County Engineers office is authorized to retain independent engineering or geotechnical consultants to perform all or part of the inspections and testing on behalf of the County. An inspection fee, sufficient to cover the Countys cost for inspection and testing, will be established and collected as a prerequisite for a developers receiving construction plan approval for any new subdivision streets. All fees collected will be deposited into an account set up specifically for payment of inspection and testing costs incurred by the County.

(Code 1976, § 8-1024; Ord. No. 388-77, 4-20-77; Ord. No. 2372-93, § I, 11-16-93; Ord. No. 015-98R, 5-5-98; Ord. No. 005-03HR, § I, 1-21-03; Ord. No. 095-05HR, § I, 10-3-06)

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SO AS TO CREATE A NEW SECTION TO HANDLE ROADWAY IMPROVEMENTS IN THE TOWN OF IRMO, SOUTH CAROLINA; AND AMENDING CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SECTION 21-6 (A); SO AS TO ACCOMMODATE THE NEW SECTION.

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

SECTION I. The Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Article I, In General; is hereby amended by the creation of a new Section to read as follows:

Sec. 21-5.5. Standards for improving roadways in the Town of Irmo, South Carolina.

On roadways being constructed or improved in the Town of Irmo, South Carolina, which are going to be or are already located in both Richland County and Lexington County, the following regulations shall be followed:

- (1) If more than fifty percent (50%) of the planned roadway improvement for all phases of the approved development are located in Lexington County
 - a. All improvements will be constructed to the standards of Lexington County.
 - b. Upon acceptance of improvements by Lexington County and the Town of Irmo, Richland County will accept the improvements located in Richland County for maintenance.
- (2) If more than fifty percent (50%) of the planned roadway improvements for all phases of the approved development are located in Richland County:
 - a. All improvements will be constructed to the standards of Richland County.
 - b. Upon acceptance of improvements by Richland County and the Town of Irmo, Lexington County will accept the improvements located in Lexington County for maintenance.
- (3) The percentage of planned roadway improvements in each County will be based upon centerline feet of roadway.

- (4) In conformance with Section 21-6 (b) of this Chapter, the provisions of this Section will apply to residential, commercial and industrial subdivisions. Streets and drainage systems serving group developments such as shopping centers, apartment complexes, condominiums, and mobile home parks will not be accepted for maintenance by Richland County.

SECTION II. The Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Article I, In General; Section 26-6 (a); is hereby amended to read as follows:

(a) Except as provided for in sections 21-4, ~~and 21-5, and 21-5.5~~ above, only those streets, roads, and drainage systems designed and constructed in accordance with the standards prescribed herein will be accepted for maintenance by the County.

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

SECTION V. Effective Date. This ordinance shall be effective from and after _____, 2013.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE _____ DAY
OF _____, 2013.

Michelle M. Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:
Second Reading:

Item# 2

Public Hearing:
Third Reading:

Item# 2

accepted for maintenance either by the County in accordance with Section 21-7 of the Richland County Code of Ordinances or by the Municipality.

The level of maintenance will be subject to the availability of funds, labor, and equipment for the County's overall road maintenance responsibility. The same level of maintenance will be provided on roads within the corporate limits as on those in unincorporated areas. Maintenance will include, but not be limited to:

- Pavement
- Drainage within the R/W
- Traffic Control signs
- Street name signs
- Shoulders, if necessary

With the exception of street name signs, the County will not provide maintenance on roads that have been taken into the State Highway System. The County will provide name signs on all roads within the corporate limits.

B. The County will incorporate the County maintained roads within the corporate limits into its pavement management system. All roads will be selected and prioritized for resurfacing based on their overall condition relative to all other roads in the pavement management system as measured by their pavement condition rating.

C. The drainage infrastructure located off of road rights-of-way within the corporate limits will be maintained by the County subject to the limitations contained in Chapters 21 & 26 of the Richland County Code of Ordinances. The level of maintenance provided will be subject to the availability of funds, labor, and equipment available for the County's overall drainage maintenance responsibilities and strictly within County's guidelines. The same level of maintenance will be provided within the corporate limits as in unincorporated areas.

Maintenance under the terms of this agreement is comprised of, but not limited to, activities such as:

- Cleaning drainage ditches
- Cleaning and/or repairing closed storm sewers
- Cleaning and/or repairing catch basins, drop inlets, junction boxes, etc.
- Minor ditch excavation
- Minor storm sewer installation that can be accomplished by County maintenance forces

Maintenance does not include construction of major capital drainage improvement projects. Under the terms of this agreement, a major capital drainage improvement project is one requiring a private construction contract in the judgment of the County's Public Works Director.

D. Beginning September 1, 2007, Municipality will be responsible for plan review. The County recognizes the Municipality as an approved Delegated Entity. The County will accept

roads and drainage maintenance for these approved projects in accordance with Chapters 21 & 26 of the Richland County Code of Ordinances. In accordance with Section 21-5.5. of the Richland County Code of Ordinances, the County will accept roads and drainage maintenance on projects built to Lexington County standards in developments located in both counties and in which more than fifty percent (50%) of the roadway improvements are located in Lexington County. The County may require from time to time documentation as needed, to ensure its standards are being met. In addition, the County reserves the right, at any time, to inspect plan review process or inspection reports of a land disturbance project as necessary for quality assurance purposes. The County will be the final authority of issues related to construction quality of facilities it is expected to maintain.

Section II – Municipal Responsibilities

- A. As a prerequisite to its authorization for the construction of new developments within the corporate limits involving new roads and/or drainage infrastructure, the Municipality will maintain an approved Delegated Entity.
- B. As a prerequisite to its issuance of building permits or land disturbance permits for new commercial buildings within the corporate limits, the Municipality will require the review and approval of site plans with regard to erosion control measures, floodplain management requirements, and road access regulations.
- C. As a prerequisite to its acceptance of maintenance responsibilities for new roads and/or drainage systems within the corporate limits, the Municipality will require a certification that they were constructed in accordance with approved plans and specifications.
- D. As a prerequisite to its issuance of certificates of occupancy for new commercial buildings within the corporate limits, the Municipality will require the inspection and approval of site improvements related to stormwater management, floodplain management, and road access.
- E. The Municipality will submit plans (preliminary plans, approved plans, and as-built plans) for developments and commercial buildings within the corporate limits to the County's Engineer's office for Quality Assurance and data management purposes. Municipality will copy to County any of the quality inspection reports during the execution of the project and any other related documentation for County filing purposes.
- F. The Municipality, within a reasonable time after the execution of this agreement, shall adopt or amend applicable ordinances as required to make them compatible with the requirements of a Delegated Entity for SC DHEC approval.

Section III – Funding

The County will assess the residents of the Municipality the same taxes and fees for the aforementioned services, and at the same rates that are assessed in the unincorporated areas of Richland County. The taxes and fees generated thereby shall be full compensation to the County

for the services provided by the County pursuant to this agreement. The provisions of this section are applicable to:

- Real and personal property taxes
- Automobile registration fees
- Subdivision processing fees

“C” funds allocated to Richland County pursuant to State statute will be utilized by the County for road improvement projects within the corporate limits as well as in the unincorporated parts of Richland County. The County will initiate projects on behalf of the Municipality in accordance with its established capital road improvement program.

Section IV – Capital Drainage Improvements

Capital improvement programs to improve drainage and reduce the impact of flooding in the unincorporated parts of Richland County are occasionally funded by the County through the issuance of bonds. To participate in these programs, the Municipality must request and agree to have the millage for bond debt service levied within the corporate limits. If approved by County Council, capital projects within the corporate limits will be eligible for inclusion in the program. The County would provide program management and project management. Project selection within the corporate limits will be done in consultation with the Municipality.

ARTICLE 2 – NPDES STORMWATER PERMIT COVERAGE

WHEREAS, the Municipality is responsible for compliance with NPDES stormwater discharge permit requirements within its corporate limits; and

WHEREAS, the Municipality and the County have determined that the Municipality will be responsible for providing the services required by the NPDES permit within the corporate limits; and

WHEREAS, both parties hereto are authorized to enter into this agreement by virtue of the provisions of Section 4-9-40 of the South Carolina Code of Laws of 1976.

NOW, THEREFORE, in consideration of the promises, and the mutual understanding and obligations hereinafter set forth, the parties hereto agree as follows:

Section I – Obligation to Comply with Permit

The Municipality shall be responsible for compliance with the NPDES permit and the County shall have no responsibility for compliance. The County shall only be responsible for maintenance of the storm drainage system per Article I.

ARTICLE 3 – GENERAL

Section I – Severability

The provisions of this agreement are to be considered joint and severability such that the invalidity of any one section will not invalidate the entire agreement.

Section II – Successors and Assigns

Whenever in this agreement the Municipality or the County is named or referred to, it shall be deemed to include its or their successors and assigns and all covenants and agreements in this agreement contained by or on behalf of the Municipality or the County shall bind and inure to the benefit of its or their successors and assigns whether so expressed or not.

Section III – Extension of Authority

The parties agree that all authorizations, empowerments, and all rights, titles, and interest referred or referenced to in this agreement are intended to supplement the authority the County has or may have under any provision of law.

Section IV – Termination by the County

The County shall be entitled to terminate this agreement, and the County shall be released from any obligations under this agreement if: (1) the County is rendered unable to charge or collect the applicable taxes or fee; or (2) the County Council acts to terminate this agreement with the Municipality due to an adverse court decision affecting the intent of this agreement.

Section V – Termination by the Municipality

The Municipality shall be entitled to terminate this agreement, and the County shall be released from any obligations under this agreement if the Municipal governing body acts to terminate this agreement with the County due to an adverse court decision regarding this agreement or a contrary EPA/SC DHEC regulation.

In the event the Municipality terminates this agreement, the County shall be entitled to continue to collect all applicable taxes and fees within the Municipality for the tax year when the termination occurs. However, the Municipality will be entitled to a pro-rata distribution of such collections based on the percentage of the calendar year such services were provided.

Section VI – Insurance

For the duration of this agreement, each party shall maintain a liability program adequate to meet at least the limits of the South Carolina Tort Claims Act.

Section VII – Duration

The duration of this agreement shall be for a term of five (5) years, and will be automatically renewed for a like term unless one of the parties to the agreement gives written notice to the other parties of an intent to terminate. Said notices must be given at least sixty (60) days prior to the County Auditor’s calculations of the millage rates for the upcoming tax year; or unless otherwise terminated pursuant to Article III, Section IV or V, above.

Section VIII – Previous Agreements

This agreement supersedes all previous agreements between the County and the Municipality covering provision of these services.

IN WITNESS WHEREOF, the parties hereto caused their names to be affixed as heretofore duly authorized on the date first above written.

WITNESSES:

COUNTY OF RICHLAND

By: _____
Tony McDonald
County Administrator

TOWN OF IRMO

By: _____
Hardy King
Mayor

Richland County Council Request of Action

Subject

UPDATE: Bagging Yard Debris in Solid Waste Collection Service Areas 2 and 6 [**PAGES 29-40**]

Reviews

Notes

July 23, 2013 - The Committee unanimously approved the recommendation that Council approve alternative yard debris management protocol that reduces the burden on the citizen with the adoption of the following addendum (provided in part herein): "Special services for YARD WASTE shall be provided to any household in where no occupant is capable of containerizing and/or bagging yard waste. 'Therefore, households who for medical reasons cannot bag or containerize their yard debris may be granted a variance from bagging and bundling. Resident may also be eligible to receive a large roll cart for yard waste use if they provide a written medical excuse from a licensed South Carolina doctor stating the citizen is not physically able to bag their yard waste. The county may require reimbursement for the actual cost of the yard waste roll cart. The Contacting Officer's Representative shall make the determination if this special service is justified.' Additionally, staff was directed to identify storm drainage areas and non-storm drainage areas that currently exist in the county prior to the first Council meeting in September 2013.

September 10, 2013 - A motion was unanimously approved to defer to the September 24, 2013 D&S Committee meeting.

Richland County Council Request of Action

Subject: Bagging Yard Debris in Solid Waste Collection Service Areas 2 and 6 Update

A. Purpose

“Review the ordinance on trash bagging on yard waste. Early results from constituents are the cost of purchasing trash bags is costly and the additional physical work for some residents bagging the leaves is problematic” [JACKSON].

B. Background / Discussion

- Hauler contracts for Collection Service Areas 2 and 6 were scheduled to expire December 31, 2012.
- Administration under the direction of Council negotiated new hauler contracts with the existing service providers during the summer and fall of 2012. Waste Industries has Area 2 and Advanced Disposal has Area 6.
- A portion of the negotiation related to yard debris.
- The negotiated price per household was based on yard debris being bagged.
- The new contracts came into force January 1, 2013.
- Removing the contract provision for bagging yard debris would require agreement from the haulers to renegotiate their standing contracts
- These contracts affected about 19,000 households.
- Solid Waste staff has been to numerous community meetings since the bagging requirement went into effect. The positive comments have been equal to or greater than the negative comments with regard to bagging.
- The total number of complaints for bagging that Solid Waste staff has encountered is now estimated to be 1%.
- The D&S Committee discussed this matter during their April 23rd meeting. The Committee requested that the matter be further evaluated by staff and a potential alternative be brought back to Committee.
- The D&S Committee discussed this matter again during their July 23rd meeting. According to the published minutes the Committee unanimously approved the recommendation that Council approve alternative yard debris management protocol that reduces the burden on the citizen with the adoption of the following addendum:

“Special services for YARD WASTE shall be provided to any household in where no occupant is capable of containerizing and/or bagging yard waste. ‘Therefore, households who for medical reasons cannot bag or containerize their yard debris may be granted a variance from bagging and bundling. Resident may also be eligible to receive a large roll cart for yard waste use if they provide a written medical excuse from a licensed South Carolina doctor stating the citizen is not physically able to bag their yard waste. The county may require reimbursement for the actual cost of the yard waste roll cart. The Contacting Officer’s Representative shall make the determination if this special service is justified.’

Additionally, staff was directed to identify storm drainage areas and non-storm drainage areas that currently exist in the county prior to the first Council meeting in September 2013.

On September 10, 2013, Council unanimously approved deferring and returning the item to the September 24, 2013 D&S Committee for further discussion and consideration.

C. Legislative / Chronological History

- The contract for Areas 2 was executed September 5, 2012
- The contract for Area 6 was executed October 31, 2012

D. Financial Impact

The financial is dependent upon:

- Whether the haulers for Areas 2 and 6 agree to renegotiate the new 5-year contracts.
- The change in the per-household rate negotiated with a new contract should the haulers agree to renegotiate. The estimated increased costs for removing the bagging provision is attached - see Exhibit A.

Implementing the alternative yard debris procedure per the recommended addendum would have no impact on the monthly household contract hauler fee.

E. Alternatives

1. Leave the existing contracts in place which require bagging yard debris (containerizing is acceptable).
2. Attempt to renegotiate the 2 hauling contracts to remove the bagging of yard debris provision with the expectation that if renegotiated the curbside rate per household would increase.
3. Accept the alternative yard debris management protocol that reduces the burden on the citizen and can be accommodated within the terms of the existing hauler contracts for Service Areas 2 and 6 as defined in the proposed addendum.

F. Recommendation

Based on the factors discussed herein it is recommended that we keep the bagging provision in place and approve the proposed addendum below which removes the bundling provision and provides a waiver from bagging where citizens have legitimate medical issues. The hauler contracts would not have to be renegotiated, the contractual costs to the county would remain the same, the additional level of service would remain and the favorable impact to the environment could be realized.

Discussion:

Note that approximately 19,000 households are covered by the two new hauling contracts which have a bagging provision. A very small percentage of those affected have voiced a complaint to the Solid Waste Department. Also note that the bagging provision is actually an enhanced level of service in that the hauler must pick up all the yard debris placed at curbside instead of 2 roll cart volumes as was the case under the old contracts.

Per Council's request, Solid Waste staff investigated the feasibility of providing a different level of service (no bagging) to the rural areas of the county where there are no underground stormwater management systems. County Stormwater Department and GIS staff were engaged in the discussion. We determined that we have no reasonable way to define those areas at this time. And the consensus was it would be both time consuming and expensive to delineate the county in such a manner. Those discussions also led to the conclusion that the potential adverse impact to stormwater was just as significant in the rural areas as anywhere else. Considering the aforementioned facts we would not recommend approaching yard debris management from the stormwater management perspective.

To provide more information on the potential financial impact to the Solid Waste Department budget we asked Waste Industries and Advanced Disposal to submit estimated increased contractual costs under two scenarios. Scenario 1, collect two roll cart volumes of loose yard debris per week and Scenario 2, collect all loose yard debris each week piled at curbside. Both haulers submitted estimated increased cost both Scenario 1 and Scenario 2. The data was tabulated for Council's review - See Exhibit A. The data shown for the other haulers and service areas was derived by averaging and extrapolation. The data suggests that the increased costs to the county would range from \$1.6M for Scenario 1 to \$2.6M for Scenario 2. Our conclusion is that the county cannot absorb the potential additional cost without increasing the solid waste fee in the near future.

In an effort to better meet the special needs of the citizens and to avoid renegotiating the hauler contract for Service Areas 2 & 6, Advanced Disposal, Waste Industries and the Solid Waste staff propose the following addendum to both hauler contracts:

Yard Debris Addendum

- A. Special services for YARD DEBRIS shall be provided to any household where no occupant is capable of containerizing and/or bagging yard debris. Therefore, households who for medical reasons cannot bag or containerize their yard debris may be granted a variance from bagging. Residents may also be eligible to receive a large roll cart for yard debris use if they provide a written medical excuse from a licensed South Carolina doctor stating the citizen is not physically able to bag their yard debris. The county may require reimbursement for the actual cost of the yard debris roll cart. The Contacting Officer's Representative shall make the determination if this special service is justified.***

The Solid Waste Collection Office shall notify in writing any Contractor of those addresses for which special services have been approved. Un-containerized or Un-bagged yard debris shall be placed curbside and collection provided on a once-a-week basis with the collection made on the regular day of collection as designated. The maximum amount of loose yard debris to be collected by the contractor is 2 hopper loads; the equivalent of 2 - large roll carts. All efforts shall be made by the Solid Waste Collection Department to limit the total

number of households serviced in this manner. The Solid Waste Department will track the variances granted.

B. The bundling provision shall be waived for all households.

C. Households may also make appointments for the collection of semi-annual or annual yard clean-ups. Yard debris collected during scheduled appointments does not need to be containerized and cannot be mixed with any other type materials.

Recommended by: Rudy Curtis

Department: Solid Waste

Date: July 1, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 9/19/13

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation:

This is a policy decision for Council on the level of service to be provided. Next steps associated with the two current contracts (area 2 & 6) would be determined once the desired level of service to be provided is approved. The remaining contracts would need to be addressed during future contract negotiations. Three areas (5a, 5b, 7) will end December 2013 and three areas (1, 3, 4) will end December 2014.

Based on the data provided, alternative 1, 2 or 3 could be approved and not require an increase to the Solid Waste fee for the remainder of FY14. Approval of alternative 2 or 3 would not require an increase in the fee for FY14 but may require an increase in future years as the additional incremental cost is added. The fee would be evaluated and recommendations provided during the normal annual budget process. This only relates to this service and does not include normal increases due to the hauler cost of providing the service, changes in service level or anticipated contract negotiations.

Legal

Reviewed by: Elizabeth McLean

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Warren Harley

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Staff also recommends a proposed ordinance that amends Chapter 12 of our Code of Ordinances. The ordinance amends definitions and adds a section that makes the bagging requirement consistent with what we are requiring in the current Collection Services

Item# 3

Agreements. Staff recommends a two year phased-in approach. For existing Service Areas 2 and 6 the ordinance will immediately go into effect upon passage. Service Areas 5A, 5B and 7 would become effective January 1, 2014. The remaining services areas 1, 3 and 4 would become effective January 1, 2015. This proposed ordinance is attached as Exhibit B.

Exhibit A

Yard Waste Management - Increased Cost Analysis (Estimated)

Hauler / Service Area	# Of Households Served	Rate/Household/Month (p/h/m)	Projected Increase Cost p/h/m - Loose - 2 Roll Cart Quantity	Projected Increase Cost p/h/m - Loose - Unlimited Quantity	Annual Increase Cost - 2 Roll Carts Loose	Annual Increase Cost - Unlimited Loose	5-Year Contract Increased Cost - 2 Roll Carts Loose	5-Year Increased Cost - Unlimited Loose
Allwaste - Area 1	16,240	\$16.42	\$1.81	2.55	\$313,757	\$498,944	\$1,568,784	\$2,484,720
Ascot - Back Yard	429	\$41.05	\$1.81	2.55	\$8,288	\$13,127	\$41,441	\$65,637
Waste Industries - Area 2	8,885	\$14.89	\$1.28	2.78	\$138,474	\$285,404	\$682,368	\$1,482,078
Cobblestone - Back Yard	106	\$28.09	\$1.28	2.78	\$1,628	\$3,536	\$8,141	\$17,681
Advanced - Area 3	13,883	\$16.53	\$1.94	2.31	\$323,196	\$384,837	\$1,615,981	\$1,924,184
Waste Industries - Area 4	15,883	\$16.60	\$1.28	2.78	\$243,963	\$529,857	\$1,219,814	\$2,649,284
Spring Valley - Back Yard	1,107	\$41.50	\$1.28	2.78	\$17,004	\$36,930	\$85,018	\$184,648
Woodlake - Back Yard	352	\$41.50	\$1.28	2.78	\$5,868	\$12,744	\$29,338	\$63,718
Ard - Area 5A	7,986	\$14.83	\$1.61	2.55	\$154,290	\$244,372	\$771,448	\$1,221,858
Wildewood - Back Yard	1,551	\$37.08	\$1.61	2.55	\$29,965	\$47,461	\$149,827	\$237,303
Johnson - Area 5B	1,728	\$16.38	\$1.61	2.55	\$33,385	\$52,877	\$166,925	\$284,384
Advanced - Area 6	10,597	\$14.59	\$1.94	2.31	\$246,698	\$283,749	\$1,233,491	\$1,468,744
Johnson - Area 7	6,276	\$16.38	\$1.61	2.55	\$121,252	\$192,048	\$606,262	\$960,228
	85,053			Totals	\$1,835,767	\$2,604,881	\$8,178,838	\$13,024,406
September 10, 2013								

Advanced & Waste Industry provided the per household per month (p/h/m) cost highlighted in green. The other data highlighted in green was calculated using the supplied rate p/h/m.

WI Area 2 cost data was used for WI Area 4 estimates; AD Area 6 cost data was used for AD Area 3 estimates.

Item# 3

Attachment number 1

Page 6 of 11

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 12, GARBAGE, TRASH AND REFUSE; ARTICLE I, IN GENERAL; AND ARTICLE II, COLLECTION AND DISPOSAL; SECTION 12-12, DEFINITIONS, AND SECTION 12-16, CONDITIONS FOR RESIDENTIAL AND SMALL BUSINESS SOLID WASTE COLLECTION – YARD TRASH AND OTHER HOUSEHOLD ARTICLES; SO AS REMOVE REFERENCE TO “FRANCHISE” AND SO AS TO REQUIRE TRASH TO BE BAGGED IN A PHASED-IN MANNER.

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

SECTION I. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article I, In General; Section 12-1, Dumping Within Rights-of-Way Prohibited; is hereby amended to read as follows:

Sec. 12-1. Dumping within rights-of-way prohibited.

It shall be unlawful for any person to dump, throw, drop, leave, or in any way deposit any garbage, ashes, rubbish, paper, trash, litter, refuse, building materials, glass bottles, glass or cans on any property belonging to another on or along any street, road, highway, curb, sidewalk, or public right-of-way, except as required by the authorized ~~and franchised~~ garbage collector for that district; nor shall any person throw or deposit any refuse in any stream or other body of water within the boundaries of the county.

SECTION II. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-12, Definitions; is hereby amended to delete the definition of “Garden and yard trash” and the definition of “Franchise collector” in their entireties and to include in the appropriate alphabetical order, the following definitions:

Brush: Bulky trimming and pruning waste generated from routine tree and shrubbery maintenance in the immediate area around a residential property or a small business. Brush does not include waste generated from the removal of a tree, as defined under Section 26-22 of Chapter 26.

Roll cart: ~~Garbage e~~Containers, mounted on wheels, which are issued to citizens by the county. Containers are used to store recyclables or garbage solid waste between collections by ~~franchise collectors~~ contractors.

Trash: Unless specifically provided to the contrary, shall include and mean household trash ~~and garden, yard debris, and~~ yard trash waste, and brush, as defined herein.

Yard debris: Grass clippings, loose leaves, loose pine straw, and/or small clippings generated from routine landscape maintenance in the immediate area around a residential property or a small business.

Yard waste: Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine landscape maintenance in the immediate area around a residential property or a small business, which are not easily bagged or containerized.

SECTION III. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-14, General Conditions for Granting Contracts for Residential and Small Business Solid Waste Collection; Subsection (b); Paragraph (3) is hereby amended to read as follows:

- (3) A lone bid or proposal for a specific service area shall not warrant automatic award of the ~~franchise~~ contract to the lone bidder or proposer.

SECTION IV. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-14, General Conditions for Granting Contracts for Residential and Small Business Solid Waste Collection; Subsection (b); Paragraph (7); Subparagraph b. is hereby amended to read as follows:

- b. In the event that a contractor is a partnership, corporation, or entity other than an individual, and such contractor anticipates a sale or transfer of the ownership and/or management of the business to a third party, then the county administrator shall, at his discretion, give written approval or denial of the assignment of the contractor's contract rights ~~under the contractor's franchise~~ to the third party. Written approval of the county administrator shall be obtained prior to the third party's assumption of the contractor's duties in the service area.

SECTION V. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-14, General Conditions for Granting Contracts for Residential and Small Business Solid Waste Collection; Subsection (f); is hereby amended to read as follows:

- (f) All bonds, insurance and other contractual obligations shall be adhered to by all contractors. Such contract requirements shall be reviewed and/or evaluated on a routine basis, and if, at any time, a collector is found to be in violation of any contract requirement, the collector shall be given fifteen (15) days to correct the violation. Should the collector fail to show compliance with the contract after the fifteen-day grace period, he or she shall automatically forfeit his or her ~~franchise~~ contract.

SECTION VI. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-14, General Conditions for Granting Contracts for Residential and Small Business Solid Waste Collection; Subsection (i); is hereby amended to read as follows:

- (i) Contracts ~~with the franchise~~ shall be for a period not to exceed five (5) years.

SECTION VII. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-15, Conditions for Residential and Small Business Solid Waste Collection – Garbage; Subsection (a); is hereby amended to read as follows:

- (a) ~~Garbage~~ Recyclables and solid waste shall be collected only by collectors who ~~are franchised by~~ have a contract with the county.

SECTION VIII. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-15, Conditions for Residential and Small Business Solid Waste Collection – Garbage; Subsection (b); Paragraph (2); is hereby amended to read as follows:

- (2) A small business may request up to two (2) county-issued roll-carts for use in scheduled solid waste collection by the ~~franchise collector~~ contractor. The roll carts remain the property of the county for use by the small business to which they are issued. Anyone who damages a roll cart that is issued to them shall pay for repairing the carts or purchase replacement carts from the county. Carts that are damaged through normal use as a result of being emptied by contractors will be repaired at county's expense. Collection will be suspended at any location at which a roll cart is missing or at which a roll cart is damaged to such an extent as to interfere with normal collection methods.

SECTION IX. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-16, Conditions for Residential and Small Business Solid Waste Collection – Yard Trash and Other Household Articles; is hereby amended to read as follows:

Sec. 12-16. Conditions for residential and small business solid waste collection – Yard ~~trash debris, yard waste, brush,~~ and other household articles.

(a) Refuse shall be collected only by contractors who ~~are franchised by the county~~ have entered into a contract with the county to perform solid waste collection.

(b) Yard ~~trash~~ debris, yard waste, brush, and other household articles shall be collected in the entire unincorporated portion of the county ~~under~~ with the following ~~conditions~~ provisions:

- (1) Yard ~~trash~~ debris, which is including all bagged or ~~boxed trash and containerized up to~~ the equivalent of two (2) roll carts ~~of loose trash,~~ and placed at curbside of the nearest public road, shall be collected once each week. ~~This article does not intend to require that yard trash be bagged, boxed or bundles; however, such practice will be encouraged. Richland County requires that all yard debris must be bagged or~~

containerized. This requirement will be phased in across Richland County as follows:

- a. Service Areas 2 and 6, as referenced in Collection Services agreements that took effect on January 1, 2013 and are on file with the Richland County Procurement Office, must bag or containerize all yard debris as of this date; and
 - b. Service Areas 5A, 5B, and 7 must bag or containerize all yard debris as of January 1, 2014; and
 - c. Service Areas 1, 3, and 4 must bag or containerize all yard debris as of January 1, 2015.
- (2) ~~Yard trash waste, which does not exceed four (4) inches in diameter, shall be cut in lengths not exceeding four (4) feet and shall be stacked in a compact pile in front of the residential property or small business, adjacent to the curb; provided that such piles shall not extend into the street. and other household/business articles not suitable for placement in a roll cart, plastic bag or trash container sack may be placed for collection as follows:~~
- a. ~~Tree branches and heavy brush which do not exceed four (4) inches in diameter shall be cut in lengths not exceeding four (4) feet in length and stacked in a compact pile in front of the residence adjacent to the curb, but such piles shall not extend into the streets;~~
 - b. ~~Sticks, hedge clippings, small brush and leaves shall be placed in neat piles at curbside.~~
- (3) ~~Within~~ During one (1) week of each month, contractors shall remove all household/business furnishings, appliances, large yard toys and other large household/business articles, when placed in front of the residence or business at the nearest public road. All large appliances shall have doors removed prior to placement at the curb. Provided, however, pick-up of these items shall change to “by appointment only” once the phased in schedules of the service areas described in subparagraphs 1.a., b., and c., above, become effective.
- (4) Brush shall be picked-up “by appointment only” once the phased in schedules of the service areas described in subparagraphs 1.a., b., and c., above, become effective.

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

SECTION XII. Effective Date. This ordinance shall be enforced from and after _____, 2013.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE _____ DAY

OF _____, 2013

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Amend Section 6-84, Boarded-up Structures, so as to include commercial structures; and change the name of the "Unsafe Housing Division" to the "Unsafe Structures Division" **[PAGES 41-48]**

Reviews

Notes

July 23, 2013 - The Committee deferred the item to the September 24, 2013 Committee meeting.

Richland County Council Request of Action

Subject: Amend Section 6-84, Boarded-up Structures, so as to include commercial structures; and change the name of the “Unsafe Housing Division” to the “Property Maintenance Division”.

A. Purpose

County Council is requested to approve an ordinance amendment to the Richland County Code of Ordinances; Chapter 6, Buildings and Building Regulations; so as to provide regulations for commercial boarded-up structures, as well as residential boarded-up structures; and to change the reference from the “Unsafe Housing Division” to the “Property Maintenance Division”.

B. Background / Discussion

Over the past years, Richland County has experienced an increase in the number of dilapidated residential and commercial structures. This trend can be attributed to normal attrition due to generational transition within families, economic downturn, or other varying factors. As result, many of these structures become abandoned, unsecured, and unsafe, thus impacting the quality of life for all Richland County residents who are exposed to the inherent consequences of these conditions.

Currently, provisions in both the International Building and Fire Codes identify the Building Department as the entity charged with the enforcement of “unsafe conditions” and “unsafe structures”. However, no division within the Building Department had been responsible up to this point for the enforcement of unsafe commercial buildings. With this ordinance amendment, it will be clear that the Building Department will now assume this responsibility.

In addition, we are requesting to change the name of the Unsafe Housing Division to the “Property Maintenance Division”. This request will clarify that unsafe housing was only one facet of what this division will be doing.

The Property Maintenance Division will be responsible for ensuring that existing residential and commercial structures and their premises conform to the requirements of the International Property Maintenance Code (IPMC).

We feel the name of the division should reflect the intent of the code, which is to ensure existing structures and premises provide a minimum level of health and safety as required within the International Property Maintenance Code.

C. Legislative / Chronological History

This is a staff-initiated request. Therefore, there is no legislative history.

D. Financial Impact

There is no financial impact associated with this request for FY14. Two Permit Specialist positions were vacated due to employee promotions in June. When the workload was analyzed, it was determined that there was no need to fill both of the positions. The Building Inspections Department filled one of the Permit Specialist positions, and will reclassify the other position to an Inspector to provide additional staffing if Council approves this Request of Action.

Funding for demolition of Unsafe Commercial Structures would then be identified during the FY15 budget process.

E. Alternatives

1. Approve the request to amend Section 6-84 to provide regulations for commercial boarded-up structures, as well as residential boarded-up structures; and to reference the Division's new name of "Property Maintenance Division".
2. Do not approve the request to amend Section 6-84 to provide regulations for commercial boarded-up structures, as well as residential boarded-up structures; and to reference the Division's new name of "Property Maintenance Division".

F. Recommendation

It is recommended that Council approve the request to amend Section 6-84 to provide regulations for commercial boarded-up structures, as well as residential boarded-up structures; and to reference the Division's new name of "Property Maintenance Division".

Recommended by: Donny Phipps

Date: July 25, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 9/11/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 9/11/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Sparty Hammett

Date: 9/18/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval to amend Section 6-84 to provide regulations for commercial boarded-up structures, as well as residential boarded-up structures; and to reference the Division's new name of "Property Maintenance Division".

If Council approves this Request of Action, the Building Inspections Department will reclassify a Permit Specialist position to an Inspector to provide additional staffing to support the ordinance amendment. Funding for demolition of Unsafe Commercial Structures would then be identified during the FY15 budget process.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; ARTICLE III, BUILDING CODES; SECTION 6-84, BOARDED-UP STRUCTURES; SO AS TO PROVIDE REGULATIONS FOR COMMERCIAL BOARDED-UP STRUCTURES, AS WELL AS RESIDENTIAL BOARDED-UP STRUCTURES; AND TO REFERENCE THE “PROPERTY MAINTENANCE” DIVISION RATHER THAN THE “UNSAFE HOUSING” DIVISION.

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

SECTION I. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article III, Building Codes; Section 6-84, Boarded-up Structures; is hereby amended to read as follows:

Sec. 6-84. Boarded-up structures.

- (a) *Purpose.* The purpose of this section is to promote the health, safety and welfare of the citizens of the county by establishing regulations for boarded-up structures in order to prevent their detrimental effects in the county’s neighborhoods.
- (b) *Authority.* The Housing Official or designee(s) shall be responsible for the administration and enforcement of the provisions of this section.
- (c) *Registration.*
 - (1) Any person or owner that intends to board up a commercial structure or a residential structure shall comply with subsection (d) Covering of any means of egress and ingress of structures (see below).
 - (2) An application for registration must be made by the owner ~~of~~ for the boarded up commercial or residential structure on a form prescribed by the building department, and submitted to the division. The completed registration form shall contain at a minimum the following information:
 - a. The full name and mailing address of the owner;
 - b. The full address and tax parcel number of the commercial or residential structure to be boarded;
 - c. Telephone number at which the owner may be reached;

- d. If the owner is a partnership or corporation, the owner shall designate one of its general partners or officers to act as its agent and provide the present residence and business addresses and telephone numbers for the agent;
 - e. The owner's plan for the occupancy, repair or demolition of the commercial structure or residential structure;
 - f. The owner's plan for regular maintenance during the period the commercial or residential structure is boarded-up; and
 - g. Such other information as the department shall from time to time deem necessary.
- (3) The owner, under this section, shall have a continuing duty to promptly supplement registration information required by this section in the event that said information changes in any way from what is stated on the original registration.
 - (4) Registration of a boarded up commercial or residential structure does not excuse the owner from compliance with any other applicable ordinance, regulation, or statute, including, without limitation, Chapter 6. By accepting an owner's registration, the Building Department has not determined that the commercial or residential structure being registered is in compliance with any applicable local or state regulation or law.
- (d) *Covering of any means of egress and ingress of structures.*
- (1) It shall be unlawful for any person to cover any means of egress or ingress of a structure so as to secure the structure without first obtaining a permit to do so from the Building Codes and Inspections Department. The permit fee shall be ~~\$25.00~~ \$25.53 for residential buildings and ~~\$50.00~~ \$51.05 for mixed-use and commercial buildings. The permit shall authorize the owner to board the structure in conformance with the "National Arson Prevention Initiative" Board-Up Procedures. No later than five (5) days after boarding the property, the owner shall register the structure with the ~~Unsafe Housing~~ Property Maintenance Division.
 - (2) All boarded material shall be painted so as to match either the dominant color of the exterior of the structure or the color of the trim of the building, if any.
 - (3) Permits issued pursuant to this section shall be valid for no more than ten (10) days.
 - (4) Upon issuance of a permit pursuant to this section, the Housing Official shall list the property on the "Boarded-up Structure Inventory".
 - (5) Notwithstanding any other provision hereunder, it shall be a violation for any person to cover, for a period in excess of one hundred eighty (180) days, any

means of egress or ingress of any structure that is not in compliance with the International Property Maintenance Code or other applicable codes adopted.

- (6) Notwithstanding any other provision hereunder, it shall be a violation for any person to cover any means of egress or ingress of any structure with any material other than materials conforming to the International Residential Code.
- (e) *Requirements; time limit.*
- (1) An owner who registers a boarded up commercial structure or residential structure pursuant to subsection (c), above, must comply with the guidelines for boarding up structures established in subsection (d), above.
 - (2) An owner's registration of a boarded up commercial or residential structure shall expire one hundred eighty (180) days from the date of registration with the department ~~and may not be renewed unless approved by the Housing Official or designee(s).~~ Provided, however, the Housing Official may grant one extension of up to one hundred eighty (180) days if the request is made in writing thirty at least (30) days prior to the original expiration date and if a time line for abatement (either through repair or demolition) is approved.
- (f) Inventory of improperly boarded structures; notification of owners.
- (1) Not less than every sixty (60) days following the adoption of these Procedures, the Housing Official shall update the "Boarded-up Structure Inventory," and shall cause notice of these Procedures and the property owner's obligation to comply with the same, to be mailed by first class certified mail, return receipt requested, to all property owners whose structure is added to the inventory.
 - (2) In the event an owner of a structure that appears on the "Boarded-up Structure Inventory" cannot be located so as to notify the owner of these Procedures, service of notice by publication in the same manner as prescribed by the South Carolina Rules of Civil Procedure is authorized.
- (g) *Violations.*
- (1) It shall be unlawful for the owner of a boarded up commercial or residential structure to fail to register such structure with the department as required by subsection (c), above, except as otherwise provided herein.
 - (2) It shall be unlawful for an owner who has registered a boarded up commercial structure or residential structure to leave the structure boarded up after the expiration of the registration as set forth in subsection (e), above.
 - (3) It shall be unlawful for an owner to board up a commercial or residential structure in a manner that does not comply with this section unless the owner has

obtained the Housing Official's prior written approval for an alternative method of boarding up a commercial or residential structure.

(h) *Notification of violation.*

- (1) The Housing Official shall, on the expiration of one hundred eighty (180) days following the listing of a structure on the "Boarded-up Structure Inventory", give the owner notice of violation of this Section. Such notice shall state that the owner must within thirty (30) days of the notice, remove the non-conforming materials from any means of egress or ingress and replace the same with conforming materials which conform to the International Building Code and that the structure is in compliance with the International Property Maintenance Code.
- (2) Every day of noncompliance shall constitute a separate violation. The covering of any means of egress or ingress as provided under the provisions of this chapter does not stay enforcement of, or compliance with, any orders or notices by the Building Official or designee(s) or relieve any person or owner from complying with all other applicable local and state laws affecting structures and premises.
- (3) Permits shall be obtained by a licensed contractor to abate the commercial or residential structure either through repair or demolition as required by Richland County ordinance and South Carolina rules and regulations.

- (i) *Manufactured homes.* Manufactured homes shall only be occupied as a residential structure as set forth by HUD Regulations. All vacant or abandoned manufactured homes shall be in compliance with HUD regulations, the International Property Maintenance Code, and this Chapter. Any repairs shall be made as set forth by HUD Regulations.

Secs.6-85-6-95.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 Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2013.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE ____ DAY

OF _____, 2013

Michelle Onley
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:

Item# 4

Richland County Council Request of Action

Subject

Closing Unlicensed Businesses [**PAGES 49-53**]

Reviews

Memo

To: Sparty Hammett, Assistant County Administrator
From: Geonard H. Price, Deputy Planning Director/Zoning Administrator
Date: 19 September 2013
Re: Bars, Clubs and Restaurant Inspections

Per the motion of Councilman Jackson, an inspection was performed by the Richland County Planning Department to determine whether businesses categorized as bars, clubs, or restaurants were operating accordingly. The list of inspected businesses was comprised of seventy-one (71) "known drinking" establishments, as identified by the Richland County Business Service Center (BSC). Staff inspected fifty-two (52) of the 71 businesses and determined the following:

- 28 are operating as bars, clubs, lounges and other drinking places where the primary operation was for the sale and immediate consumption of alcoholic beverages.
- 6 are operating as restaurants where the patrons were seated, orders were taken and served, and payment was presented after eating.
- 7 are no longer in operation.
- 1 is determined to be a Sexually Oriented Business.
- 1 is operating as an event hall.
- 1 is operating as a billiard parlor.
- 8 will require a re-inspection to determine the exact type of operation of the business.
- 19 were not inspected. It was determined that the assistance of the Richland County Sheriff's Department would be needed during the inspection. Staff will perform the inspection at a later time.

BARS, CLUBS AND RESTAURANTS INSPECTIONS

<u>BUSINESS NAME</u>	<u>DBA</u>	<u>LICENSE YEAR</u>	<u>LICENCE NUMBER</u>	<u>ADDRESS</u>	<u>SUITE/UNIT</u>
Al Tran Nguyen Martinez	Taps Bar & Grill	2013	2013-37568-36694	04 Columbia Northeast Dr Columbia SC 2922	Suite B
Anglers South Inc		2013	2013-43158-42278	1620 Dutch Fork Rd Irmo SC 29063	
Barb's Hideaway, Inc		2013	2013-6046-5198	3860 Leesburg Rd Hopkins SC 29061	
Beth's East Room		2013	2013-13203-12355	3315 Broad River Rd Columbia SC 29210	
BJAM LLC	Gator's	2013	2013-44283-43365	5004 Bluff Rd Columbia SC 29209	
Blue Willow Group Inc	Crush Nightlife	2012	2012-44648-43715	3722 River Dr Columbia SC 29201	
C. R. Station House		2013	2013-29771-28923	10299 Two Notch Rd Columbia SC 29229	Suite B
Cactus Inn Lounge		2012	2012-1276-428	7349 Garners Ferry Rd Columbia SC 29209	
Coetzee Enterprises LLC	Kwagga Sports Pub and Restaurant	2013	2013-46132-45172	108 Columbia NE Dr Columbia SC 29223	
Comedy House		2013	2013-34913-34040	2768 Decker Blvd Columbia SC 29206	Suite 100
Fat Poodle Enterprises, Inc.	Three Whiskey Tavern	2013	2013-39282-38418	200 Zimalcrest Dr Columbia SC 29210	
Fu-huk, Inc.	Sunset, Posh	2013	2013-32496-31573	6525 Two Notch Rd Columbia SC 29223	Unit B
G & J Sports Lounge		2013	2013-1816-968	134 Jackson Rd Gadsden SC 29052	
Green House		2012	2012-44582-43649	7339 Parklane Rd Columbia SC 29223	
Hot Rodz II Sports Bar		2013	2013-42513-41647	5480 Bluff Rd Columbia SC 29209	Unit B
JEANNIE'S		2006	2006-19949-19101	6045 Bluff Rd Hopkins SC 29061	
KELLY'S PUB		2012	2012-6931-6083	1236 Piney Grove Rd Columbia SC 29210	
KYMC Entertainment Inc.	Decker Billiards	2013	2013-45319-44369	1803 Decker Blvd Columbia SC 29206	
L&M Enterprise Solutions, LLC	360 Sports Grill, Apple Bottoms Sports Bar & Grill	2012	2012-2235-1387	826 Bush River Rd Columbia SC 29210	
Latinos Sports Bar & Grill, Inc.		2013	2013-40842-40002	2401 Percival Rd Columbia SC 29223	
McCords Social Club		2012	2012-44926-43980	3500 McCords Ferry Rd Eastover SC 29044	
Mi Casita Sports Bar & Lounge		2013	2013-30895-30045	2205 Decker Blvd Columbia SC 29206	
Mirrors Lounge		2012	2012-34534-33664	442 Percival Rd Columbia SC 29206	
Moon Light Bar and Grill Lounge, LLC	Unique Bar & Grill	2013	2013-38252-37396	5511 Two Notch Rd Columbia SC 29204	
More Than Black Olives / Pinebelt of Columbia	Colors, Vole, Ego, Bada Bing	2011	2011-2857-2009	3717 Pinebelt Rd Columbia SC 29204	
Ms. Scotto's		2013	2013-44552-43622	8712 Two Notch Rd Columbia SC 29223	Suite A
Murphy and Brown, LLC	TJ's/ Club Envy/Taj Mahal/XO/Phenom	2013	2013-36268-35434	2700 Broad River Rd Columbia SC 29210	Unit A & B
Najasun, Inc.	Elements	2011	2011-31293-30429	201 Columbia Mall Blvd Columbia SC 29223	Unit 221
PBJ's Pub and Grill		2013	2013-39800-38938	1000 Marina Rd Irmo SC 29063	Suite G & H
R & R Lounge, LLC		2013	2013-19279-18431	1709 Decker Blvd Columbia SC 29206	
Rabit, LLC	The Loose Cockaboose	2013	2013-34154-33289	936 S. Stadium Rd Columbia SC 29201	
Sejwad VI, LLC	Holiday Inn Northeast	2008	2008-31553-30689	8105 Two Notch Rd Columbia SC 29223	
Serenity		2013	2013-43542-42633	301 Rice Meadow Way Columbia SC 29229	Unit 7

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Sidepockets, LLC		2013	2013-23931-23083	720 Hazelwood Rd Columbia SC 29209
Terrio's Lounge		2012	2012-43844-42931	3210 Leesburg Rd Columbia SC 29209
The Friends Club II Inc		2013	2013-44994-44046	10320 Farrow Rd Blythewood SC 29016 Suite A
The Rack Room		2013	2013-45452-44492	7751 Fairfield Rd Columbia SC 29203
The Roc		2011	2011-37362-36490	7034 Two Notch Rd Columbia SC 29223
Toney Lowman	Toney's Party Shop & Lounge	2013	2013-4658-3810	2214 Congaree Rd Eastover SC 29044
Jaco's, Inc.				638 Bluff Rd.
Baker's Sports Pub & Grille		2013	2013-42017-41165	7167 Two Notch Rd Columbia SC 29223
D M Restaurant, Inc.	McCary's Sports Bar	2013	2013-34438-33566	851 Bush River Rd Columbia SC 29210
Exclusive Bar N Grill		2013	2013-38744-37888	1004 Zimalcrest Rd Columbia SC 29210
Four Broke Guys	Cletus' Roadside Grille	2013	2013-45079-44134	11210 Broad River Rd
Guru Ten LLC	Lucky Seven Sports Hall	2013	2013-45026-44081	7815 Bluff Rd Gadsden SC 29801
Gwanzoe Corp.	Winners	2013	2013-41305-40457	3106 Broad River Rd Columbia SC 29210
Icy's, Inc	Polliwogs	2013	2013-41976-41125	1005 Two Notch Rd Columbia SC 29223
J & J's Neighborhood Grill & Pub		2012	2012-41326-40478	11325 Garners Ferry Rd Eastover SC 29044
JD's Place		2013	2013-22865-22017	7727 Bluff Rd Gadsden SC 29052
Jed's Place		2013	2013-16829-15981	1725 Pineview Dr Columbia SC 29209
Las Palmas		2013	2013-41258-40412	1715 Percival Rd Columbia SC 29223
Lucid Dreams LLC	Vivid Restaurant	2013	2013-44650-43717	10 Columbia Northeast Dr Columbia SC 29223
Mint Julep LLC	Mint Julep Bistro & Lounge	2012	2012-44212-43299	120 Sparkleberry Crossing Columbia SC 29229
Montego Bay Bar & Grille		2013	2013-41477-40628	7314 Parklane Rd Columbia SC 29229
SA Sports Group LLC	Caprioska	2013	2013-40026-39173	7001 Parklane Rd
TAINOS CARIBBEAN CUISINE & BAR				4545 BROAD RIVER RD,COLUMBIA, SC
Clubfetish	Icon Ultra Lounge & Night Club	2013	2013-40183-39334	8605 Two Notch Rd Columbia SC 29223
DARREL'S PLACE		2007	2007-6854-6006	1727 PERCIVAL Rd COLUMBIA SC 29223
Hazelwood Party Shop Inc		2013	2013-17007-16159	743 Hazelwood Rd Columbia SC 29209 Suite B
Hill Top Club	Gossip of NE	2013	2013-33914-33039	10961 Two Notch Rd Elgin SC 29045
Ladies Choice	El Corona	2013	2013-28961-28113	1745 Decker Blvd Columbia SC 29223
MKL, Inc.	Bananas	2013	2013-33366-32450	1723 Decker Blvd Columbia SC 29206
Off The Rail		2013	2013-43709-42795	10295 Two Notch Rd Columbia SC 29229
Pam's Front Porch		2013	2013-43374-42477	7332 Parklane Rd Columbia SC 29223
Ray's Place		2013	2013-22892-22044	1660 Dutch Fork Rd Ballentine SC 29063
Sideburns				1006 Idlewilde Blvd Columbia SC 29201 Suite B
The Climax Night Club, Inc.	Club Climax			3500 McCords Ferry Rd Eastover SC 29044
The Foxhole		2013	2013-15836-14988	1119 Percival Rd Columbia SC 29223
The Friends Club, Inc.		2013	2013-34195-33330	2768 Decker Blvd Columbia SC 29223 Suites E & F
Un Besito Social Club		2013	2013-40115-39265	301 Percival Rd Columbia SC 29206 Suite A

Item# 5

Attachment number 1
Page 3 of 4

	Restaurant	6
	Closed	7
	Will re-inspect to determine use	8
	SOB	1
	Event Hall	1
	Not inspected - Sheriff's Dept may be neede	19
	Pool Hall	<u>1</u>
	TOTAL BUSINESSES	71

Richland County Council Request of Action

Subject

Proclamation Designating October 2013 as Community Planning Month in Richland County **[PAGES 54-57]**

Reviews

Richland County Council Request of Action

Subject: Proclamation Designating October 2013 as Community Planning Month in Richland County

1. Purpose

County Council is requested to approve a Proclamation Designating October 2013 as Community Planning Month in Richland County.

2. Background / Discussion

The month of October is designated as National Community Planning Month throughout the United States of America and its territories; and the American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment.

Richland County has annually adopted a proclamation designating October as National Community Planning Month, and the attached proclamation is a continuation of that tradition.

3. Legislative / Chronological History

None

4. Financial Impact

There is no financial impact associated with this request

5. Alternatives

1. Approve the Proclamation and proclaim October 2013 as National Community Planning Month.
2. Do not approve the Proclamation and do not proclaim October 2013 as National Community Planning Month.

6. Recommendation

It is recommended Council approve the Proclamation and proclaim October 2013 as National Community Planning Month as submitted.

Recommended by: Tracy Hegler

Date: September 6, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 9/8/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by:

Date: 9/9/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Item# 6

Administration

Reviewed by: Sparty Hammett

✓ Recommend Council approval

Comments regarding recommendation:

Date: 9/10/13

Recommend Council denial

Richland County Council Request of Action

Subject

Enter into a Restrictive Covenant Agreement with John A. Grant Concerning Property Located at 6319 Shakespeare Road, Columbia, SC **[PAGES 58-65]**

Reviews

Richland County Council Request of Action

Subject: Enter into a Restrictive Covenant Agreement with John A. Grant concerning property located at 6319 Shakespeare Road, Columbia, SC.

A. Purpose

County Council is requested to approve entering into a Restrictive Covenant Agreement with John A. Grant concerning property located at 6319 Shakespeare Road, Columbia, SC, TMS #R14215-13-13; and known as the "Columbia Mobile Home Park".

B. Background / Discussion

On March 1, 2005 County Council approved the Trenholm Acres/Newcastle Community as one of the ten Neighborhood Master Plan areas in Richland County. County Council adopted the Trenholm Acres/Newcastle Master Plan on January 12, 2010.

The Columbia Mobile Home Park is located in the Trenholm Acres Community. Due to the dilapidated conditions of the Columbia Mobile Home Park, and the imminent danger of the structures or buildings on the property present to the public, demolition of the Columbia Mobile Home Park is needed. Entering into a Restrictive Covenant Agreement (draft attached) with the owner, John A. Grant, will ensure that the future improvement and development of the property (where the Columbia Mobile Home Park is located) will follow established covenants that are in accordance with Richland County's desire to execute the Trenholm Acres/Newcastle Master Plan.

Staff is finalizing the public bid process to select a vendor to carry out the demolition of the Columbia Mobile Home Park using Neighborhood Improvement funding. Once the Restrictive Covenant Agreement and Hold Harmless Agreement are signed, the County will proceed with the demolition.

C. Legislative / Chronological History

This is a staff-initiated request. Therefore, there is no legislative history.

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

1. Approve the request to enter into a Restrictive Covenant Agreement with John A. Grant.
2. Do not approve the request to enter into a Restrictive Covenant Agreement with John A. Grant.

F. Recommendation

It is recommended that Council approve the request to enter into a Restrictive Covenant Agreement with John A. Grant.

Recommended by: Tracy Hegler

Date: September 3, 2013

Item# 7

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 9/11/13

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Rodolfo Callwood

Date: 9/11/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Community Development

Reviewed by: Valeria Jackson

Date:

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 9/13/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Legal has previously reviewed the attached agreement and has no further comments at this time. It is important that this agreement be signed in conjunction with the Hold Harmless Agreement mentioned in the ROA.

Administration

Reviewed by: Sparty Hammett

Date: 9/13/13

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF RICHLAND)

RESTRICTIVE COVENANTS
AGREEMENT r)

THIS AGREEMENT is entered into this _____ day of _____, 2013, by and between the undersigned, John A. Grant, 345 Koon Store Road, Columbia, South Carolina 29203 (hereinafter, "Landowner"), and Richland County, South Carolina (hereinafter, "Richland County").

WHEREAS, Landowner, by virtue of that certain deed of distribution recorded on in the Richland County Register of Deeds, Deed Book R0836 at Page 3731, is the current owner of that certain 3.78± acre parcel, lot, or tract of land including any improvements thereon, located at 6319 Shakespeare Road, Columbia, SC, TMS #R14215-13-13; and known as the "Columbia Mobile Home Park" (hereinafter, the "Property,"); and

WHEREAS, Richland County is a political subdivision of the State of South Carolina responsible for among other things, the implementation of certain Master and Comprehensive plans for the improvement of the Property, for development of the Property, and for the protection of the value, benefit, and desirability of the Property; and

WHEREAS, on March 1, 2005, County Council approved the Trenholm Acres/Newcastle Community as one of the ten Neighborhood Master Plans areas in Richland County. County Council adopted the Trenholm Acres/Newcastle Master Plan on January 12, 2010; and

WHEREAS, the Columbia Mobile Home Park is located in the Trenholm Acres Community; and

WHEREAS, due to the dilapidated conditions of the Columbia Mobile Home Park, and the imminent danger of the structures or buildings on the property present to the public, demolition of the Columbia Mobile Home Park is needed; and

WHEREAS, Richland County desires that a uniform plan for the improvement and redevelopment of the Property and portions thereof be created and carried out for the benefit of the present and future Landowners of the Property consistent with the Trenholm Acres/Newcastle Master Plan; and

WHEREAS, in consideration of the County's incurrence of the expense in demolishing these structures and/or buildings, the Owner consents to the adoption and establishment of the following declarations, reservations, restrictions, covenants, conditions and easements (hereinafter, the "Restrictive Covenants,") to be applied uniformly to the use, improvement, occupancy, and conveyance of all the Property, including the roads, avenues, streets, alleys, and waterways therein; and

WHEREAS, each contract or deed which may be hereafter executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the following Restrictive Covenants (regardless of whether or not the same are set out in full or by reference in said contract or deed);

Item# 7

NOW, THEREFORE, the parties hereto agree that all portions of the Property shall be held, sold, conveyed, and occupied subject to the following Restrictive Covenants, which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors and assigns.

Section One. Permitted Uses.

No part of the Property, nor any building, structure, or improvement on the Property, shall be used for other than Single Family Detached Residential Development. Other uses allowed by the zoning district may be proposed. Proposed uses must be reviewed and approved in writing by Richland County Council as an amendment to this Restrictive Covenant.

Section Two. Construction

It is the intent of Richland County and Landowner to ensure that an aesthetically pleasing development is constructed. All parcels of property will be developed in the manner described under “Permitted Uses” above. Construction will be considered to be underway upon approval by Richland County Building Inspections Department of an acceptable set of building plans , and all applicable building construction permits applied for and issued.

Section Three. Permitted Materials.

No building or other structure or addition to an existing structure, and no new facade on any existing building or other structure, shall hereafter be erected, permitted, or placed on any part of the Property unless approved by Richland County Planning and Development Services Department or Richland County Building Inspections Department, whichever is appropriate.

Section Four. Approval of Plans.

No construction, erection, relocation, or exterior alteration of any buildings, structures, signs, parking areas, loading areas, landscaping, or other facilities may be commenced or completed on any part of the Property hereafter without securing, in advance, the written consent and approval of Richland County. All plans must be submitted in conformance with the provisions of Chapter 26 of the Richland County Code of Ordinances. In addition, the following information, as appropriate, shall be submitted to the Richland County Planning and Development Services Department for its consideration of any plans:

Any other pertinent information requested by Richland County that is needed to show compliance with these Restrictive Covenants. Any approval given by Richland County that was based on incomplete, misleading, or inaccurate statements by the Landowner or his/her representative shall be voidable by Richland County.

Section Five. Landscaping.

The Property shall be landscaped pursuant to Section 26-176 of the Richland County Code of Ordinances, and any portion of the Property not used for buildings, structures, parking areas, loading areas, driveways, streets, and other active uses shall be planted pursuant to a landscaping plan, which shall be submitted to Richland County Planning and Development Services Department for approval, in writing, prior to the commencement of construction.

Section Six. Nuisances.

No part of the Property, nor any building or structure placed on such real estate, shall be used for any purpose or in such a manner as to be a nuisance to the occupants or owners of any other adjoining real estate by reason of emission from or the creation within such real estate, buildings and structures, of odors, gases, dust, smoke, noise, fumes, cinders, soot, vibrations, glare, radiation, radioactivity, waste materials, or any other similar substances, but excluding odors, smoke, or noise consistent with the operation of a restaurant or other use as may be permitted with prior approval by Section One above.

Section Seven. Storage.

No materials, inventory, goods in process, semi-manufactured items, finished products, equipment, parts, rubbish, waste materials, or other personal property shall be kept, stored, maintained, or accumulated on any part of any real estate outside of buildings on the Property, except where prior written approval of Richland County Planning and Development Services Department is secured after adequate screen planting, fencing, setbacks, and compliance with any other conditions required by Richland County Planning and Development Services Department.

Section Eight. Maintenance.

All of the real estate and all buildings, structures, improvements, appurtenances, signs, lawns, landscaping, sidewalks, driveways, parking areas, and entrances on the Property must be maintained, at all times, in a safe, clean, and good condition. In the event that Richland County determines that this provision has been violated, it shall give the Landowner, occupant, or Lessee written notice that he/she has 30 days to cure the violation. If the violation remains uncured after 30 days, Richland County shall have the right, but not the obligation (which right it may exercise or not at any time and for such periods of time as it deems advisable in its exclusive discretion), of maintaining any part or all of such real estate, or any buildings, structures, improvements, appurtenances, signs, lawns, landscaping, sidewalks, driveways, parking areas, and entrances where not properly maintained, in the opinion of Richland County; and all Landowners, occupants, and lessees of such real estate shall pay to Richland County, upon request, the aggregate cost of such maintenance work and expense applicable to that portion of the real estate owned, occupied, or leased by such Landowner, occupants, or lessees.

Section Nine. Enforcement.

If the owner or any lessee or occupant of any part of the Property, or any other person, should violate any of these Restrictive Covenants, it shall be lawful and permissible for Richland County or the Landowner to prosecute any proceeding at law or in equity against the person or persons violating any of these Restrictive Covenants for any remedies that are available, including, but not limited to,

Item# 7

Richland County Council Request of Action

Subject

Delete the Requirement of Craftsmen Qualification Cards[PAGES 66-70]

Reviews

Richland County Council Request of Action

Subject: Delete the requirement of Craftsmen Qualification Cards.

A. Purpose

County Council is requested to approve an ordinance amendment in Chapter 6 of the Richland County Code of Ordinances to delete the requirement of Craftsmen Qualification Cards for any plumbing, gas, mechanical (HVAC) or electrical installation work.

B. Background / Discussion

The Building Codes and Inspections Department issues craftsmen cards to individuals that have a valid City of Columbia craftsmen card or a certificate from Municipal Association of South Carolina (MASC). The City of Columbia used to administer written exams but they stopped administering exams several years ago. However, the MASC certification card is not a license, nor does it require any bonds, or continued education. Therefore, the issuance of craftsmen cards serves no purpose.

In addition, State law requires a South Carolina Department of Labor, Licensing and Regulation (LLR) issued license appropriate for the scope of work to be done ((plumbing, gas, mechanical (HVAC) or electrical)), and provides no reference or allowance of a craftsman card in lieu of same. The attached ordinance would bring us into compliance with state law.

C. Legislative / Chronological History

This is a staff-initiated request. Therefore, there is no legislative history.

D. Financial Impact

There is currently a fee associated with the craftsmen card. It is \$5 for one year or \$25 for five years. For the past three fiscal years we collected the following revenue:

July 1, 2010 - June 30, 2011	July 1, 2011 - June 30, 2012	July 1, 2012 - June 30, 2013	Average
\$ 3,875.00	\$ 2,815.00	\$ 2,240.00	\$2,976.67

Deleting the requirement for Craftsmen Qualification Cards would result in an average \$2,976.67 revenue reduction.

E. Alternatives

1. Approve the request to amend Chapter 6 to delete the requirement of Craftsmen Qualification Cards.
2. Do not approve the request to amend Chapter 6 to delete the requirement of Craftsmen Qualification Cards.

F. Recommendation

It is recommended that Council approve the request to amend Chapter 6 to delete the requirement of Craftsmen Qualification Cards.

Recommended by: Donny Phipps

Date: July 2, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 9/5/13

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 9/5/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Sparty Hammett

Date: 9/10/13

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; ARTICLE II, ADMINISTRATION; DIVISION 4, LICENSING AND BONDING OF BUILDERS, CONTRACTORS AND CRAFTSMEN; SECTION 6-66, SO AS TO DELETE THE REQUIREMENT OF CRAFTSMEN QUALIFICATION CARDS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article II, Administration; Division 4, Licensing and Bonding of Builders, Contractors and Craftsmen Building Codes; Section 6-66, Craftsmen Qualification Cards; is hereby amended to read as follows:

Sec. 6-66. ~~Craftsmen qualification cards.~~ Reserved.

~~(a) Where any plumbing, gas, mechanical (HVAC) or electrical installation work is being done, a master with a current qualification card issued by Richland County shall be in actual control and in charge of the work being done.~~

~~(b) Any person wishing to qualify permanently for qualification cards shall satisfy the building official of his/her competence by satisfactorily completing a written test of competence approved by the building codes board of appeals.~~

~~(c) Qualification cards shall be valid for a period ending December thirty-first of the year of issue, and may either be renewed annually for five dollars (\$5.00), or for a five-year period for twenty five dollars (\$25.00). The purchaser of the qualification card has the election of renewing for one (1) year or five (5) years.~~

~~(d) There shall be no grandfather clause that would permit the licensing of craftsmen on the basis of facts existing prior to February 11, 1974.~~

~~(e) Qualifications for licensing or registration of craftsmen shall be established through written, oral, or field examinations as provided by SC State Licensing Boards.~~

~~(f) Reciprocity shall be extended to other counties and municipalities that have requirements equivalent to those of this county.~~

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2013.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE _____ DAY

OF _____, 2013

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Direct Staff to Establish Mobile Home Park Regulations that are Enforced by the Building Codes and Inspections Department [**PAGES 71-75**]

Reviews

Richland County Council Request of Action

Subject: Direct Staff to Establish Mobile Home Park Regulations that are Enforced by the Building Codes and Inspections Department.

A. Purpose

County Council is requested to direct staff to draft an ordinance amendment to Chapter 6 of the Richland County Code of Ordinances to add mobile home park regulations.

B. Background / Discussion

Mobile homes have been a housing option in Richland County for years, maybe even decades. The economy, finances, and various reasons forced many people to find inexpensive living quarters. Mobile homes are an affordable housing option. At the same time as offering price competition, they may be installed easily and quickly, and require little or no interior finishing work prior to occupation. This makes mobile homes an affordable and attractive form of housing for many, on either individual lots or in parks.

Landowners have taken advantage of a lack of lot size, home area and density requirements and have crammed as many mobile homes onto their lots as possible in an effort to extract the maximum amount of rental income from the property for the lowest investment. Basic amenities such as fresh water, adequate sewage and garbage disposal, privacy and fresh air suffered as a result. Over time, these same mobile homes become dilapidated; tenants add on illegal additions and make alterations, which is in violation of federal, state and local regulations and laws.

Federal and State Regulations of Mobile Homes:

The Federal Manufactured Housing Act of 1974 was adopted by Congress in response to the high number of injuries and deaths resulting from defects in mobile homes, to regulate the construction and safety of manufactured homes. The Department of Housing and Urban Development (HUD) was given the authority to develop nationwide construction codes to improve the construction quality. Federal regulations became effective July 15, 1976. Mobile homes manufactured after this date shall display a HUD seal or data plate to verify construction.

State regulations of mobile homes and parks are covered under the following 1976 Code of Laws and Regulations of SC:

Code of Laws:

Title 31, Chapter 17, Mobile Homes and House Trailers
Title 27, Chapter 47, Manufactured Home Park Tenancy Act
Title 40, Chapter 29, Uniform Standards Code for Manufactured Housing

Code of Regulations:

Chapter 79, Department of Labor, Licensing and Regulation-Manufactured Housing Board
Chapter 61-40, Mobile/Manufactured Home Parks

The above list covers the construction and installation of mobile/manufactured homes, except for SC Regulation 61-40, which regulates the condition of mobile home parks.

Item# 9

However, there are currently no concise local regulations which the County could use to enforce the condition and maintenance of mobile homes and mobile home parks.

According to the Assessor's Office, the County has a record of 77 mobile home parks, containing an average of 10-20 mobile homes. Four of these mobile home parks contain over 100 mobile homes and one park has 370 mobile homes. There are 9,357 registered mobile homes in Richland County. There are 6,895 homes that are taxed separately from the land and 2,462 that are taxed with the land account. There are approximately 94 mobile home accounts where the Assessor's Office does not have a record of where the mobile home is located. These are older mobile homes that were registered in the 1960's and 1970's. They do not have a serial number on file for many of these, as well.

Establishing new regulations will create nonconforming issues. A nonconforming use should be subject to termination upon abandonment of the mobile home unit or park or transfer of ownership of unit or park. Mobile home park owners should be given a timeline to bring parks into compliance with current regulations.

Regulation of mobile homes and mobile home parks by the Building Codes and Inspections Department assures adequacy of water and waste disposal, and adequacy of police and fire protection, and other municipal functions which further the health, safety and general welfare, and which would then provide a higher quality of life for its citizens. This requires a balance between an individual's interest in using his/her property, the citizen's interest in affordable housing and the County's interest in conserving resources and planning for future community development. Mobile home and mobile home park regulation can provide a viable way to achieve this balance.

The mobile home park regulations should include, but not limited to, the following contents:

Administration and Enforcement

- Purpose and Scope
- Copies of Permits (Building, DHEC, etc.)
- Plans (Layout)
- Applicant Documents
- Reporting change in park status (removal/addition of unit)
- Annual or Quarterly Inspections

General Park Requirements

- Purpose and Scope
- Responsibility
- Park identification
- Lot identification
- Roadways
- Park lighting
- Animals
- Rubbish and Waste
- Emergency Information Posted

Electrical, Plumbing, and Gas Requirements

Item# 9

**Fire Protection Requirements for Parks
Mobile Home Unit and Commercial Modular Installations and Facilities
Accessory Buildings and Structures
Violations, Complaints, Abatement
Informal Conference
Appeals and Hearings**

C. Legislative / Chronological History

This is a staff-initiated request. Therefore, there is no legislative history.

D. Financial Impact

This would be determined at a later time and presented to Council.

E. Alternatives

1. Approve the request to direct staff to draft an ordinance amendment to Chapter 6 of the Richland County Code of Ordinances to add mobile home park regulations.
2. Do not approve the request to direct staff to draft an ordinance amendment to Chapter 6 of the Richland County Code of Ordinances to add mobile home park regulations.

F. Recommendation

It is recommended that Council approve the request to direct staff to draft an ordinance amendment to Chapter 6 of the Richland County Code of Ordinances to add mobile home park regulations.

Recommended by: Donny Phipps

Date: September 6, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 9/9/2013

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 9/10/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: As this request is only for guidance from Council, it is a policy decision left to Council's discretion. If an ordinance is drafted by Buildings and Inspections, Legal will then be able to fully comment on any specific issues.

Administration

Reviewed by: Sparty Hammett

Date: 9/10/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval to direct staff to draft an ordinance amendment to Chapter 6 of the Richland County Code of Ordinances to add mobile home park regulations. The resources necessary for enforcement will also be identified and included along with the amendment.

Richland County Council Request of Action

Subject

Hopkins Farmland Conservation Easement [**PAGES 76-106**]

Reviews

Richland County Council Request of Action

Subject: Hopkins Farmland Conservation Easement

A. Purpose

County Council is requested to approve a conservation easement on 60 acres of farmland in Lower Richland owned by Ted Hopkins.

B. Background / Discussion

Richland County Conservation Commission (RCCC) recommends placing a conservation easement on 60 acres of two parcels (portions of TMS 21800-05-13 and TMS 21700-01-01) owned by Ted Hopkins on the west side of Lower Richland Blvd as shown in the attached exhibits. Mr. Hopkins approached the RCCC in 2011 with a voluntary conservation easement. The land is worthy of protection to keep the land in agricultural production and to preserve its historic connections, scenic vista and conservation values. Development threatens the farmland due to its proximity to the urbanizing eastern edge of Columbia and Lower Richland County. Currently zoned residential, single family – medium density, the parcels have a potential gross density of 306 residential units. At its January 28, 2013 meeting, the RCCC unanimously approved allocating \$60,000 from its budget to purchase the development rights, ensuring the 60 acres will remain undeveloped, retaining its rural character and pastoral beauty.

Benefits of protecting this land in perpetuity include:

- Maintaining agricultural production on 60 acres of prime agricultural soils - Marlboro and Dothan loamy sands
- Protecting natural habitats including mixed and evergreen windbreak/hedgerow woodland, open fields, and croplands that are important for wildlife habitat functions
- Preserving a portion of The Oldfield on Cabin Branch Plantation, which include the boyhood home and probable birthplace of Gov. James Hopkins Adams
- Preserving open space for the scenic enjoyment of the public traveling on Lower Richland Blvd. and Air Base Road
- Preserving the protective natural water quality buffer for Goose Branch, a tributary of Myers Creek

Mr. Hopkins is interested in transitioning to organic farming and participating with the Midlands Local Food Collaborative in conjunction with Richland Soil and Water Conservation District to develop a local food market. The easement addresses agricultural activities and the requirement to develop and follow a USDA- Natural Resources Conservation Service approved conservation plan. The easement allows a maximum of two acres to be built upon for agricultural, educational, and/or recreational purposes, with prior approval of the RCCC.

C. Legislative / Chronological History

This is a staff initiated request; therefore, there is no legislative history.

D. Financial Impact

A total of \$60,000 will be allocated from the RCCC FY14 budget to acquire the development rights on the 60 acres. There are no current negative tax implications to Richland County since this property is currently, and will remain taxed at the agricultural rate.

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E. Alternatives

1. Approve the request to place a conservation easement on Mr. Hopkins’ farmland thus preserving the land in perpetuity for agricultural production, forestland, and/or open space.
2. Do not approve the conservation easement and forfeit the opportunity to preserve the land in perpetuity and all its attendant benefits in an area facing substantial growth pressures.

F. Recommendation

It is recommended Council approve the request from RCCC to place a conservation easement on 60 acres of farmland in Lower Richland owned by Ted Hopkins. The Commission will purchase the development rights for \$60,000 from their budget.

Recommended by: James Atkins Department: Conservation Date: 9-5-13

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 9/11/13

✓ Recommend Council approval regarding recommendation:

Recommend Council denial Comments

Recommendation supports the County Manager of Environmental Planning proposal and confirms that funding is available within the FY14 appropriation as noted.

Public Works

Reviewed by: David Hoops

Date: 9/11/13

✓ Recommend Council approval regarding recommendation:

Recommend Council denial Comments

Planning

Reviewed by: Tracy Hegler

Date: 9/12/13

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The proposed conservation easement complies with the Southeastern Richland Master Plan adopted in 2006, which specifically recommends conservation or open space area designation for these parcels.

Legal

Reviewed by: Elizabeth McLean

Date: 9/13/13

Recommend Council approval

Recommend Council denial Comments

regarding recommendation: Policy decision left to Council’s discretion. The legal department has previously reviewed this Conservation Easement and has no further comments on the actual easement.

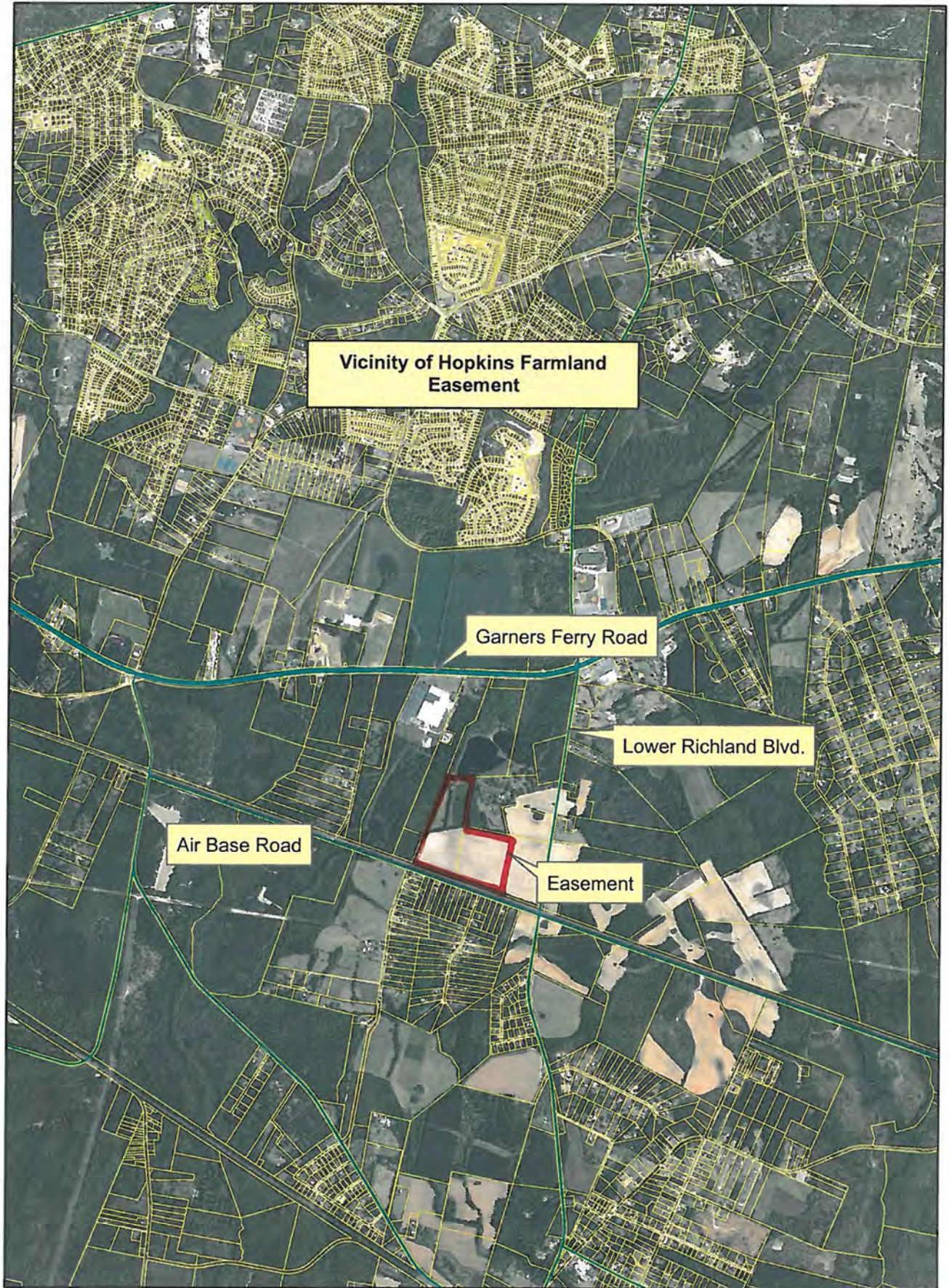
Administration

Reviewed by: Sparty Hammett

Date: 9/18/13

✓ Recommend Council approval regarding recommendation:

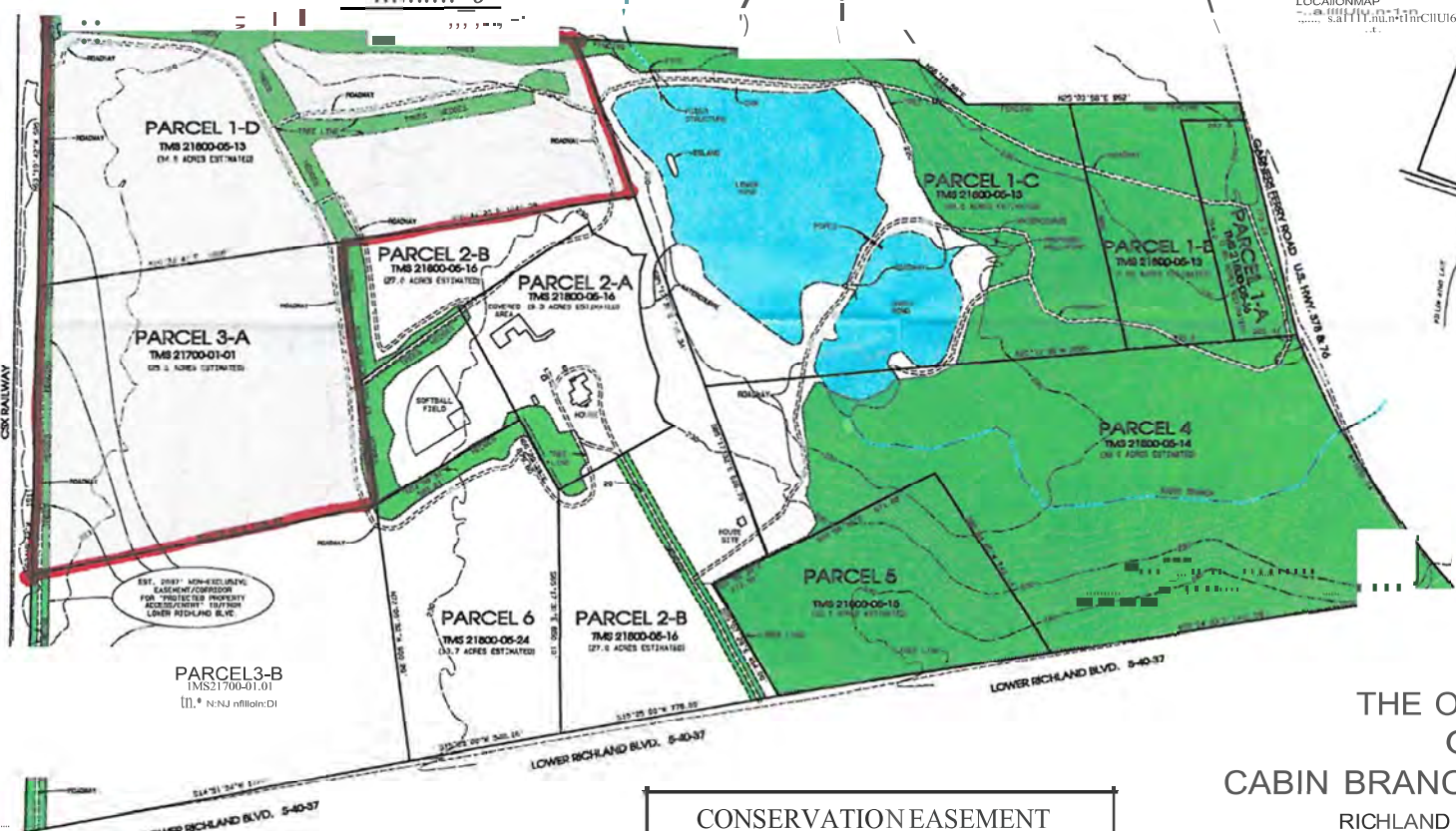
Recommend Council denial Comments



ALLOCATION OF ESTIMATED ACREAGE

PARCEL	TMS MAP NO.	CONSERVATION EASEMENT	EST. ACRES	TOTAL ACRES
1	21800-05-13	Yes	34.6	34.6
2	21800-05-14	Yes	14.4	14.4
3	21700-01-01	No	25.5	25.5
4	21800-05-15	Yes	14.4	14.4
5	21800-05-16	Yes	14.4	14.4
6	21800-05-24	Yes	13.7	13.7
7	21800-05-16	Yes	13.7	13.7
8	21800-05-10	Yes	13.7	13.7
9	21800-05-14	Yes	13.7	13.7
10	21800-05-14	Yes	13.7	13.7
11	21800-05-14	Yes	13.7	13.7
12	21800-05-14	Yes	13.7	13.7
13	21800-05-14	Yes	13.7	13.7
14	21800-05-14	Yes	13.7	13.7
15	21800-05-14	Yes	13.7	13.7
16	21800-05-14	Yes	13.7	13.7
17	21800-05-14	Yes	13.7	13.7
18	21800-05-14	Yes	13.7	13.7
19	21800-05-14	Yes	13.7	13.7
20	21800-05-14	Yes	13.7	13.7
21	21800-05-14	Yes	13.7	13.7
22	21800-05-14	Yes	13.7	13.7
23	21800-05-14	Yes	13.7	13.7
24	21800-05-14	Yes	13.7	13.7
25	21800-05-14	Yes	13.7	13.7
26	21800-05-14	Yes	13.7	13.7
27	21800-05-14	Yes	13.7	13.7
28	21800-05-14	Yes	13.7	13.7
29	21800-05-14	Yes	13.7	13.7
30	21800-05-14	Yes	13.7	13.7
31	21800-05-14	Yes	13.7	13.7
32	21800-05-14	Yes	13.7	13.7
33	21800-05-14	Yes	13.7	13.7
34	21800-05-14	Yes	13.7	13.7
35	21800-05-14	Yes	13.7	13.7
36	21800-05-14	Yes	13.7	13.7
37	21800-05-14	Yes	13.7	13.7
38	21800-05-14	Yes	13.7	13.7
39	21800-05-14	Yes	13.7	13.7
40	21800-05-14	Yes	13.7	13.7
41	21800-05-14	Yes	13.7	13.7
42	21800-05-14	Yes	13.7	13.7
43	21800-05-14	Yes	13.7	13.7
44	21800-05-14	Yes	13.7	13.7
45	21800-05-14	Yes	13.7	13.7
46	21800-05-14	Yes	13.7	13.7
47	21800-05-14	Yes	13.7	13.7
48	21800-05-14	Yes	13.7	13.7
49	21800-05-14	Yes	13.7	13.7
50	21800-05-14	Yes	13.7	13.7

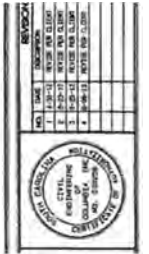
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CONSERVATION EASEMENT
 ON APPROXIMATELY 600 ACRES OF
RICHLAND COUNTY TAX MAP NUMBERS:
 TMS#21800-05-13 <PARC. 1-C> EST. 34.6 ACRES
 TMS#21700-01-01 <PARC. 3-A> EST. 25.5 ACRES

THE OLDFIELD ON CABIN BRANCH PLANTATION

RICHLAND COUNTY TMS
 21800-05-13, 21800-05-14,
 21800-05-15, 21800-05-16,
 21800-05-24 & 21700-01-01



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Item# 10

**THE OLDFIELD
ON
CABIN BRANCH PLANTATION**

2013 DEED OF CONSERVATION EASEMENT

Item# 10

THE OLDFIELD ON CABIN BRANCH PLANTATION

2013 DEED OF CONSERVATION EASEMENT

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County and the Central Midlands of South Carolina, as evidenced in the photographs in the Baseline Documentation;

WHEREAS, the Property is located in proximity to other conservation easements held by Richland County, Congaree Land Trust, South Carolina Department of Natural Resources (“DNR”) and other conservation-minded groups, which easements together protect a substantial and very valuable conservation land space in Lower Richland County, South Carolina and serve an essential role in preserving the agricultural, rural, natural and ecological values of a substantial part of the community;

WHEREAS, the Property is situated near Goose Branch which is part of the Myers Creek – Cabin Branch Watershed which, upon joining Cedar Creek, is a major waterway through the Congaree National Park to the Congaree River – which area in central South Carolina is considered of international ecological importance through its designation as an International Biosphere Reserve;

WHEREAS, the Property is a significant ecological and agricultural resource as evidenced by (i) its consisting of prime agricultural soils (*e.g.*, Marlboro and Dothan soil types) designated by the United States Natural Resources Conservation Service and (ii) its historic and productive use as a farm that has been in the same family since the adoption of the U S Constitution, as certified by the Secretary, United States Department of Agriculture which has officially recognized the Property as a “National Bicentennial Farm”;

WHEREAS, the Property has a diversity of relatively natural habitats including mixed and evergreen upland windbreak/hedgerow forests, croplands, agricultural lands and open fields, all of which can support a variety of floral and faunal species;

WHEREAS, the Property provides a diversity, quality and combination of natural habitats significant to wildlife habitat functions including feeding, nesting and roosting areas for wild turkeys, native and migratory birds, and also including feeding, breeding and resting areas for deer and other native large and small game and non-game animals;

WHEREAS, the past and present use of the Property in its natural, agricultural condition is consistent with the Conservation Purpose of this Easement inasmuch as the Property has been and is used entirely for the preservation of open space, including farming and raising of crops, as well as the preservation of water quality by providing a vital, protective buffer for Goose Branch, a tributary of the Myers Creek – Cabin Branch Watershed, the protection and preservation of which waterways and ecosystems are recommended and designated a top priority of Federal, State and local government;

WHEREAS, arrowheads, pieces of pottery and other ancient Indian artifacts have been discovered on the Property from time to time , giving reason for the Property’s possibly, if not probably, containing significant archeological materials and having significant archeological value;

WHEREAS, the natural habitat, prime agricultural soils, agricultural viability and productivity, archeological, open space and scenic character of the Property (collectively referred

to herein as the “Conservation Values”) are of great importance to the environmental integrity of the Property, to the **Grantor**, the **Grantee**, the people of South Carolina and the nation;

WHEREAS, the **Parties** agree that with the careful use of conservation easements, the resources, habitat, beauty and unique agricultural character of the Property can be preserved and protected from development, while at the same time **Grantor** retains the right of continuing private ownership, use and enjoyment of the Property;

WHEREAS, by act of the General Assembly of the State of South Carolina, as enacted in South Carolina Code Annotated (1976, as amended) (hereinafter the “SC Code”) Section 27-8-10, *et seq.* (The South Carolina Conservation Easement Act of 1991) (hereinafter the “Act”), South Carolina recognizes and authorizes the creation of conservation restrictions and easements; and as described in SC Code Section 27-8-20, also recognizes and authorizes **Grantee** to hold conservation easements;

WHEREAS, the **Parties** recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Property; the **Parties** share the mutual intent and common purpose of the conserving, preserving and protecting the Property *in perpetuity* as “a relatively natural habitat of...wildlife or plants or similar ecosystem” as that phrase is used in Code Section 170(h)(4)(A)(ii), and as “open space (including farmland and forest land)...for the scenic enjoyment of the general public...pursuant to clearly delineated...governmental conservation policy” as those phrases are used in Code Section 170(h)(4)(A)(iii) and the Treasury Regulations thereunder; and the **Parties** agree that these purposes can be accomplished by placing voluntary restrictions upon the use of the Property and by providing for the transfer from the **Grantor** to the **Grantee** of affirmative rights for the protection of the Property so as to be considered a “qualified conservation contribution” as such term is defined in Code Section 170(h) and the Treasury Regulations thereunder;

WHEREAS, the **Parties** agree that current and historical uses of the Property are compatible with the Conservation Purpose and Conservation Values (collectively referred to herein as “Conservation Interests”) described herein; and they intend to protect and preserve the Property and maintain the Conservation Interests therein, *in perpetuity*, in accordance with the provisions of Treas. Reg. Section 1.170A-14(g);

WHEREAS, the **Parties** intend that this transaction - the deed and conveyance of this Easement, the cash consideration and the contribution herein – (i) shall be treated so that the transaction is in part a sale of the Easement and in part a charitable contribution of the Easement, and (ii) shall be referred to as a “bargain sale transaction” or “bargain sale” for purposes of federal and state income taxation;

NOW, THEREFORE, KNOWALL MEN BY THESE PRESENTS, in consideration of **Grantee’s** cash payment to **Grantor** of Sixty Thousand (\$60,000.00) Dollars with regard to the sale portion of this Easement, for no consideration with regard to the charitable contribution portion of this Easement, in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of South Carolina and Sections 170(h) and 2031(c) of the Code, **Grantor** hereby voluntarily deeds and conveys to **Grantee** a conservation easement *in perpetuity* over the Property of the nature and character and

to the extent hereinafter set forth (the “Easement”); and, in recognition thereof, the **Parties** declare and agree that the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements hereinafter set forth, which covenants, conditions, restrictions shall be deemed to run with the land *in perpetuity* and shall be a burden on the Property *in perpetuity*.

1. STATEMENT OF CONSERVATION PURPOSE AND INTENT.

- (A) **Conservation Purpose.** The purposes (referred to herein as the “Conservation Purpose”) of this Deed and Easement, as defined in Section 170(h)(4)(A)(ii) and (iii) of the Code, shall be and are as follows:

“The protection of a relatively natural habitat of...wildlife, or plants or similar ecosystem; and

The preservation of open space (including farmland and forest land) where such preservation is (I) for the scenic enjoyment of the general public, or (II) pursuant to a clearly delineated Federal, State or local governmental conservation policy, and will yield a significant public benefit.”

- (B) **Intent.** The intent of the Parties is to convey, accept and maintain perpetual limitations, restrictions and conditions on the uses that may be made of the Property by way of this Easement, so that: (i) the Property is perpetually preserved and protected from development other than agricultural development; (ii) the Conservation Interests herein are enforceable *in perpetuity*, in accordance with the provisions of Treas. Reg. Section 1.170A-14(g); and (iii) the Conservation Interests are satisfied in a manner consistent with clearly delineated conservation and agricultural programs, purposes, policies and statutes. .

2. GRANTEE’S WARRANTIES, REPRESENTATIONS AND CERTIFICATIONS.

- (A) **Property Deemed Worthy of Protection for Conservation Purpose.** Grantee warrants, represents and certifies that it has evaluated the Property and that the Property is deemed worthy of protection in accordance with the Conservation Purpose stated herein.

- (B) **Consideration Limited to Cash Amount Paid by Grantee to Grantor.** Grantee warrants, represents and certifies that the cash amount of \$60, 000.00 paid to Grantor constitutes the entire consideration provided by Grantee to Grantor with regard to the sale portion of this Easement. Grantee further warrants, represents and certifies that, (i) there has been, is and shall be no *quid pro quo*, goods, services or other consideration provided to the Grantor by or from the Grantee, its affiliates or assigns with regard to the charitable contribution portion of this Easement and (ii) Grantee will provide Grantor with a separate letter so stating, pursuant to the requirements of Section 170(f)(8) of the Code.

- (C) **Terms of Easement in Accord with Grantee's Policies, Rules & Regulations.** Grantee warrants, represents and certifies that the terms of this Easement, including but not limited to the determination and amount of consideration paid by Grantee to Grantor as described herein, are pursuant to and in accordance with current policies, rules and regulations promulgated by the Grantee.
- (D) **Acceptance of Terms, Rights and Obligations of Easement.** By execution of this Deed, Grantee warrants, represents and certifies that it accepts the terms, conditions and limitations of this Easement and the rights and obligations recited herein.
- (E) **Commitment and Resources to Enforce Terms of Easement.** By accepting the terms, rights and obligations of this Easement, Grantee warrants, represents and certifies that Grantee has the commitment and resources to enforce, and will enforce the terms of this Easement.

3. **GRANTEE'S RIGHTS AND REMEDIES.**

To accomplish the purpose and intent of this Easement, the following rights and remedies are conveyed to Grantee by this Easement:

- (A) **Preservation and Protection of Conservation Purpose.** The right to preserve and protect the Conservation Interests of the Easement in accordance with the provisions of Treas. Reg. Section 1.170A-14(g)(5), to wit:
 - (1) **Grantor's Documentation Prior to Donation.** Grantor shall make available to Grantee, prior to the time the donation is made, maps and materials sufficient to establish baseline documentation and the condition of the Property (the "Baseline Documentation") at the time of the gift. [See generally, Treas. Reg. Section 1.170A-14(g)(5)(i), and *Section 5(S)* herein.]
 - (2) **Grantor's Notification to Grantee; Certain Terms of Donation.** Grantor shall agree to notify Grantee, in writing, before exercising any reserved right that may have an adverse impact on the Conservation Interests herein; and the terms of the donation shall provide for the Grantee's rights (i) to enter the Property at reasonable times to inspect the Property to determine if there is compliance with the terms of the donation, and (ii) to enforce the conservation restrictions by appropriate legal proceedings, including but not limited to, the right to require the restoration of the Property to its condition at the time of the donation. [See generally, Treas. Reg. Section 1.170(A)-14(g)(5)(ii) and *Sections 3(B)-(F)* herein.]
- (B) **Assurance that Use is Consistent with Conservation Interests and Prevention of Inconsistent Uses.** The right to determine that any activity on or use of the Property is consistent with the Conservation Interests of this Easement, as well as

the right to prevent **Grantor** or third parties from conducting any activity or use inconsistent with the Purposes herein. **Grantee** shall specifically have the right, and **Grantor** hereby acknowledges such right, to enforce the purpose, terms and restrictions of this conservation easement against third parties with or without the permission of the **Grantor**.

- (C) **Visual Access.** The right of visual access across the Property, *provided, however*, said right (i) shall not be construed to permit physical access by the general public to, over, across or upon the Property, (ii) shall not expand the **Grantee's** right of entry and physical access to or over the Property as described in *Section 3(D)*;
- (D) **Physical Access, Entry and Quiet Enjoyment.** The right to enter the Property in a reasonable manner and at reasonable times, solely in order to monitor compliance with the provisions of the Easement; *provided, however*, such entry shall be upon prior reasonable written notice (i.e., not less than seven days prior written notice) to **Grantor**; *provided further*, **Grantee** shall not interfere with the use and quiet enjoyment of the Property by **Grantor** or **Grantor's** guests, invitees and licensees; *provided further*, such access/entry shall be limited to **Grantee's** passage or transit over that certain easement/corridor designated "Protected Property Access/Entry," and described and illustrated on the baseline map captioned "The Oldfield on Cabin Branch Plantation" and attached to and made a part of *Exhibit A* of this Easement, which access/entry shall be a permanent, non-exclusive easement and right-of-way conveyed to **Grantee** and its successors for the purpose of providing **Grantee** access/entry from Lower Richland Boulevard to the Property; and the **Parties** hereby agree that such access/entry shall be for the sole purpose of **Grantee's** monitoring and enforcing this Easement.
- (E) **Grantee's Remedies.** If **Grantee** determines that **Grantor** is in violation of the terms of this Easement or that a violation is threatened, the **Grantee** shall notify the **Grantor** of the violation (hereinafter, "First Notice") and request voluntary compliance. In the event that voluntary compliance is not agreed upon within ninety (90) days of receipt of First Notice, the **Grantee** shall give written notice to **Grantor** of such violation (hereinafter, "Second Notice") and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Conservation Interests herein, to restore the portion of the Property so injured.

If **Grantor** fails to cure the violation within sixty (60) days after receipt of Second Notice thereof from **Grantee** [or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, if **Grantor** shall fail to begin curing such violation within said sixty (60) day period, or fail to continue diligently to cure such violation until finally cured], **Grantee** may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for

violation of the terms of this Easement, including damages for the loss of the Conservation Interests, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting **Grantor's** liability therefore, **Grantee**, in its sole discretion, may either apply any damages recovered to the cost of undertaking any corrective action on the Property or may apply any damages recovered towards activities relating to monitoring and enforcing compliance with the terms of this Easement.

If **Grantee**, in its sole but reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Interests herein, **Grantee** may pursue its legal and equitable remedies under this *Section 3(E)* without prior notice to **Grantor** or without waiting for the period provided for cure to expire.

Grantee's rights under this *Section 3(E)* apply equally in the event of either actual or threatened violations of the terms of this Easement. **Grantor** agrees that if **Grantee's** remedies at law for any violation of the terms of this Easement are inadequate, **Grantee** shall be entitled to seek the injunctive relief described in this *Section 3(E)*, both prohibitive and mandatory in addition to such other relief to which **Grantee** may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. **Grantee's** remedies described in this *Section 3(E)* shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

If **Grantee** prevails in an action to enforce the terms of this Easement, any costs incurred by **Grantee** in enforcing the terms of this Easement against **Grantor**, including without limitation, costs of suit and reasonable attorney's fees, and any reasonable costs of restoration necessitated by **Grantor's** violation of the terms of this Easement, shall be borne by **Grantor**.

4. **GRANTOR'S RESERVED/RETAINED RIGHTS.**

The following rights, uses and activities of the **Grantor** with regard to the Property (collectively the "Reserved Rights"), some of which are currently not being exercised or conducted but which are or may be contemplated by **Grantor** for implementation in the future, shall be and hereby are specifically retained by and reserved unto the **Grantor** and the **Grantor's** successors, personal representatives, heirs, and assigns; *provided, however*, the Reserved Rights shall be exercised in a manner that is in full accordance with and subject to the provisions, limitations and restrictions of this Easement, including but not limited to the provisions which protect the Conservation Interests associated with the Property, and all applicable local, state and federal laws and regulations, including but not limited to Treas. Reg. Section 1.170(A)-14(g)(5). Therefore, subject to the Conservation Interests herein and all other provisions, limitations and restrictions of this Easement, including but not limited to *Section 4(K)* below, **Grantor** reserves/retains the following rights with regard to the Property:

- (A) **General.** The rights, uses and activities inherent in fee simple ownership of the Property, including but not limited to the right of continuing private use and enjoyment of the Property. Upon request by **Grantor**, moreover, **Grantee** shall within thirty (30) days execute and deliver to **Grantor** any document that may be requested by **Grantor**, including an estoppel certificate or compliance certificate, to certify to the best of **Grantee's** knowledge **Grantor's** compliance with any obligation of **Grantor** contained in this Easement or otherwise to evidence the status of this Easement.
- (B) **Grant, Sale or Other Transfer of Fee Simple Interest.** The right to grant, sell or otherwise transfer fee simple interest in all or a portion of the Property and to receive all of the revenues from such transfer.
- (C) **Grant, Lease or Other Transfer of Less Than Fee Simple Interest.** The right to grant, lease or otherwise transfer less than fee simple interest(s) in all or a portion of the Property and to receive all of the proceeds from such transfer.
- (D) **Non-Commercial Activities.** The right to engage in the following activities and events on the Property:
- (1) **Outdoor, Recreational and Educational Activities.** Non-commercial outdoor, recreational and educational activities and events compatible with the Conservation Interests herein, including but not limited to photography, scenic viewing, bird-watching, wildlife observation and feeding, horseback riding, field trials, camping, hunting, clay and trap field and shooting sports, cycling, ropes and obstacle courses, hiking, jogging, running, cross-country, archery and other similar non-commercial outdoor events and activities compatible with the Conservation Interests herein;
 - (2) **Social, Cultural and Community Activities.** Non-commercial, social, cultural and community activities and events, including but not limited to private gatherings of families and friends.
 - (3) **Facilities or Structures for Non-commercial Activities.** The construction, maintenance, repair, replacement, and relocation of facilities or structures for non-commercial activities described herein; *provided, however,* facilities or structures for non-commercial activities shall not exceed in the aggregate a "ground/foundation footprint" greater than one (1) acre with no more than three (3) buildings total and that such facilities and structures must be located on the Property so as not to negatively impact the public's scenic enjoyment of the Property; *provided further,* all building locations must receive approval from the **Grantee** prior to construction. One (1) building that fits within the "ground/foundation footprint," in addition to the above mentioned three (3) buildings, may be built only with the permission of both the **Grantor** and the **Grantee**; *provided further,* there shall be no such facilities or structures limitation or

“ground/foundation footprint” with regard to minor structures for scenic viewing, bird watching, and/or wildlife observation and feeding.

- (E) **Natural Habitat, Wildlife and Wildlife Habitat Management.** The right to engage in the following activities on the Property, in accordance with the then-current, generally accepted, scientifically-based standards and practices recommended by the U.S. Cooperative Extension Service, U.S. Natural Resources Conservation Service, or other government or private natural resource conservation and management agencies then active:
- (1) **Natural Habitat Management.** Management of habitat in its natural state, including the controlled burning of field and forest brush and the planting of native species; and
 - (2) **Wildlife and Wildlife Habitat Management.** Management of wildlife and wildlife habitat, including non-commercial hunting activities.
- (F) **Conservation, Preservation and Mitigation Programs.** The right to engage or participate in conservation, preservation and mitigation programs existing now or permitted in the future with regard to any activity or use permitted (or restricted, as the case may be) on the Property under this Easement, including but not limited to credits or other benefits, including but not limited to endangered species credits, water quality credits, wetland mitigation and/or ground water credits. Such participation shall be subject to approval of the **Grantee** and consistent with the Conservation Interests herein.
- (G) **Agriculture and Silviculture.** The right to engage or participate in the following uses and activities on the Property:
- (1) **Farming, Agriculture and “Agricultural Use(s).”** Farming and agriculture [collectively referred to as “Agricultural Use(s)”] defined and described as follows:

“Agricultural Use(s)” is defined as the commercial cultivation, production (organic and conventional), gathering, harvesting, storage, sale, distribution or retail marketing of crops, including but not limited to field and grain crops, fruits and citrus, horticultural specialties and timber.

“Agricultural Use(s)” is further defined to include agricultural practices such as (i) the pasturing, grazing, feeding, breeding and raising of livestock and the boarding, stabling, exercising, riding, instructing and training of horses, equestrian teams and riders; (ii) the breeding and raising of bees and the harvesting and sale of honey; and (iii) the design, construction, maintenance and improvement of agricultural buildings, facilities, barns, stables and other farm-related structures; *provided, however,* all of the

aforesaid farm-related structures shall not exceed in the aggregate a “ground/foundation footprint” greater than one (1) acre with no more than three (3) buildings total and that such facilities and structures must be located on the Property so as not to negatively impact the public’s scenic enjoyment of the Property; *provided further*, all building locations must receive approval from the **Grantee** prior to construction. One (1) building that fits within the “ground/foundation footprint,” in addition to the above mentioned three (3) buildings, may be built only with the permission of both the **Grantor** and the **Grantee**.

The use of agrichemicals, consistent with Federal and State law, in connection with the aforesaid Agricultural Use(s), including but not limited to, noxious weed control, chemical fertilizers, herbicides, pesticides, fungicides and rodenticides, will be permitted, but only in those amounts and with that frequency of application necessary to accomplish agricultural activities permitted by the terms of this Easement and only in accordance with label instructions; *provided, however*, no use of agrichemicals will be made if such use would result in (i) unlawful contamination of any source of water, (ii) any significant impairment of any natural ecosystem or process on the Property, or (iii) violation or breach of federal, state and local statutes and regulations or the Conservation Interests, limitations and restrictions provided in this Easement.

- (2) **Silviculture.** Silvicultural uses and activities and the management of timberland in order to establish and maintain healthy stands of commercially viable trees shall be permitted on the Property, including but not limited to the planting, harvesting, timbering, cutting and selling of pine and hardwood trees. **Grantor** reserves the right to timber, cut, harvest and sell any tree, in accordance with applicable county, state, and federal regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.
- (3) **Conservation Plan.** All agricultural and silvicultural uses and activities 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 the Grantee. This plan shall be provided to the Grantee and updated 1) at least once every ten (10) years, 2) any time the basic type of agricultural or silvicultural operation changes, or 3) ownership of the Property changes. **Grantor** and **Grantee** recognize that changes in agricultural technologies, including accepted management practices, may result in an evolution of agricultural activities;

and such changes shall be permitted as long as they are consistent with federal, state and local laws, and the perpetual protection of the Conservation Interests described in this Easement.

(H) Historical, Archeological and Paleontological Activities. The right to engage in the following activities on the Property:

(1) Historical Study and Preservation. Research, study, restoration and preservation of historically important land areas or historic sites.

(2) Archeological and Paleontological Study and Preservation. Excavation, digs, research, study and preservation of significant archeological and paleontological sites; *provided, however*, all such excavation, study and preservation shall be conducted in accordance with the prevailing acceptable standards and principles of the science and profession of archeology and paleontology; *provided further*, any archeological or paleontological site shall, upon completion of any excavation, be returned to, or as close as possible to, its previous state, unless the site is to be maintained in an excavated condition for interpretive purposes related to education. Archeological or paleontological structures, artifacts, fossils and objects excavated or discovered on the Property shall be preserved and retained on the Property or shall be transferred, conveyed, sold or donated to a recognized and accredited museum or educational institution. **Grantor's** transfer, conveyance, sale or donation of personal property (other than archeological or paleontological structures, artifacts, fossils and objects) excavated or discovered on the Property, including objects and items of a financial nature, such as jewelry, china, silverware, coins, bullion and other forms of legal tender, shall be permitted; *provided, however*, such personal property, objects and items of a financial nature shall remain the property of **Grantor** until transferred, conveyed, sold or donated.

(I) Necessary, Incidental and Compatible Uses and Activities. The right to engage in uses and activities on the Property, which are necessary and incidental to and compatible with the Conservation Interests described in this Easement, including but not limited to, the following:

(1) Ordinary Maintenance. Repairing and performing ordinary maintenance on the structures, access/entry ways, passageways and roadways existing, described, designated, contemplated and permitted under this Easement, without notification to or approval of the **Grantee**; and if any such structure or way shall be destroyed by fire, weather, act of God or neglect, it may be rebuilt upon notification to the **Grantee** and maintained substantially in accordance with the dimensions existing at the time of such destruction and at the same location;

- (2) **Certain Structures, Sites, Facilities and Supportive Elements.** Landscaping, designing, building and erecting, repairing, clearing, eliminating, restoring, replacing and maintaining and providing structures, sites, facilities and supportive elements, including tree/hedge/fence rows noted on the Baseline Map, as well as the following existing or future structures, areas/sites and facilities on the Property:
- (a) **Fences, Walls, Gates, Entrances and Exits.** Fences, walls, gates, entrances and exits, including private fences, brick walls, hedges, lanes, gateways and entrance and exit ways;
 - (b) **Landscaped Areas and Sites.** Gardens, orchards, terraces and other landscaped areas and sites, together with the maintenance and improvement (*e.g.*, mowing, pruning, trimming, gardening, etc.) of landscaped areas and sites as shall be necessary;
 - (c) **Mulch, Fertilizer, Fill Material and Soil Areas.** Not more than three (3) mulch, fertilizer, soil amendments such as lime, fill material, and soil areas or sites on the Property which are intended to and shall provide a location for depositing, storing or housing fill or roadway materials, soil or amended soil, minerals, fertilizers and soil nutrients for general use on the Property, *e.g.*, repairing roads and establishing and maintaining landscaped and gardened areas and sites used for non-commercial purposes; *provided, however,* the aforesaid mulch, fertilizer, fill material and soil areas and/or sites shall not exceed in the aggregate a “ground/foundation footprint” greater than 15,000 square feet and such areas or sites must be located in the rear of the Property so as not to negatively impact the public’s scenic enjoyment of the Property;
 - (d) **Signage.** Signage indicating the historic, cultural, recreational, agricultural or natural significance of the Property, including its protection under this Easement; and signage giving directional, informational, educational and safety information; *provided, however,* signs shall be placed so as to minimally impact the scenic view as seen from any public roadway; *provided further,* there shall be no billboards or other off-site advertising on the Property;
 - (e) **Supportive Elements.** Supportive elements necessary or incidental to the reasonable, orderly and safe access to and transit on, over or through the Property, and/or which provide or enhance supportive safety, security and services to or for the benefit of the Property; *provided, however,* such elements shall be limited to the following:
 - (i) **Access and Transit Ways.** Pervious access and transit ways, entranceways, gateways, passage-

ways, driveways, roads, roadways, parking areas and related structures (collectively referred to herein as “Access Ways”) shall be permitted to provide for reasonable, orderly and safe access to and transit over, through and upon the Property by automobiles, service vehicles, tractors, trucks and other farm machinery and equipment; *provided, however,* the aforesaid Access Ways shall first be approved by **Grantee**;

- (ii) **“Low Impact” Access and Transit Ways.** Pervious/permeable vehicular and pedestrian walking/foot paths, biking paths, jogging paths, equestrian paths and related structures shall be permitted to provide for orderly and safe access to and transit over, through and upon the Property in connection with “low impact,” non-commercial, recreational and outdoor activities, including but not limited to walking, jogging, biking and horseback riding, as well as the operation and use of small electric and gasoline-powered vehicles and carts.

- (3) **Construction Activities on the Property.** Clearing vegetation and forest cover, and excavating, clearing and grubbing soil on the Property; *provided, however,* (i) prior to construction activities the **Grantor** must install conservation practices in connection with the construction activities that are consistent with the Conservation Interests of this Easement so as to avoid negatively impacting the Conservation Values herein and (ii) immediately after the aforesaid construction activities, any of the Property so disturbed shall be restored to a condition or state that is reasonably consistent with its pre-disturbed state and consistent with the Conservation Interests of this Easement.

- (4) **Irrigation.** Irrigation, using sound irrigation scheduling and water management techniques, is recognized by the Parties as beneficial to agriculture, silviculture, flora and fauna. For agricultural purposes and/or in order to preserve and enhance the scenic and ecological integrity of the Property, **Grantor** reserves the right to construct, improve, restore, repair, replace and maintain irrigation systems, subject to all applicable local, state and federal statutes and regulations.

- (J) **Consistent and Contemplated Uses and Activities.** The right to engage in any and all acts or uses that are not expressly prohibited herein and that are consistent with the perpetual protection of the Conservation Interests of this Easement, including the right to engage in certain uses, activities and transfers, some of

which are not presently being conducted but which are contemplated by Grantor for exercise in the future, including but not limited to the following:

- (1) **Division of the Property.** The Property is composed of two parcels designated “Parcel 1-D” and “Parcel 3-A” in *Exhibit A* and illustrated in the Baseline Map included therein and attached thereto. Ownership of the Property by **Grantor’s** successors shall be determined in a manner consistent with an equitable reconfiguration, partition or division of the Property; *provided, however*, successive ownership shall be such that not more than two (2) parcels comprise the entire Property (i.e., the Property now or formerly constituting all of Parcels 1-D and 3-A); *provided further*, any partition, reconfiguration, division, transfer or conveyance described in this paragraph shall be in accordance with and subject to the covenants, conditions, restrictions and limitations set forth in this Easement, which covenants, conditions, restrictions and limitations shall run with the land *in perpetuity* and shall be a burden on the Property and any improvements thereon *in perpetuity*.
- (2) **Certain Business Uses and Activities.** The term “business” is used herein in the generally accepted context with regard to the production and sale of crops, fruits and vegetables, timber and animals (e.g., horses and cattle). Business uses and activities in connection with the farming, agriculture and silviculture activities described herein shall be permitted; *provided, however*, business uses or activities shall be compatible with local agricultural zoning ordinances.

(K) Inconsistent, Incompatible and Prohibited Uses and Activities.

- (1) **Industrial.** The terms “industry” or “industrial” are used herein in the generally accepted context of large-scale manufacturing or factory-production of goods. There shall be prohibited on the Property all industrial uses, activities or structures, and no right of passage or access through or upon the Property shall be allowed or granted if that right of passage is used in conjunction with industrial uses or activities on or near the Property.
- (2) **Confined or Concentrated Animal Feeding Operation.** The production operation of animals that concentrates large numbers of animals in relatively small and confined places, and that substitutes structures and equipment (for feeding, temperature controls, and manure management) for open land grazing or feeding, is prohibited.
- (3) **Landfill.** There shall be no temporary or permanent landfills on the Property. The retention, placing or burying of non-biodegradable, unusable or discarded items, including but not limited to glass, plastic, vehicle bodies or parts, metal, junk or any non-biodegradable refuse is prohibited; *provided, however*, biodegradable refuse generated on the

Property shall be permitted as long as it is handled and disposed in accordance with federal, state and local policies, laws and regulations.

- (4) **Mining.** Mining, exploration and recovery of any oil, gas, natural gas or minerals is prohibited in accordance with Section 170(h)(5)(B) of the Code.

5. **GENERAL COVENANTS.**

- (A) **Grantor's Warranty of Title.** The **Grantor** warrants and represents that **Grantor** is seized of the Property in fee simple and has good right to grant and convey this Easement, that the Property is free and clear of any and all encumbrances, except existing easements of record and prescriptive easements, if any, and that **Grantee** shall have the use of and enjoy all of the benefits derived from and arising out of this Easement, subject to the limitations, conditions and provisions herein.
- (B) **Grantor's Environmental Warranty.** The **Grantor** warrants that it has no knowledge of a release or threatened release of hazardous substances or wastes on the Property and promises to defend and indemnify the **Grantee** against all litigation, claims, demands, penalties, and damages, including reasonable attorney's fees, arising from breach of this warranty.
- (C) **Third Party Uses and Activities.** The **Grantor** shall keep the **Grantee** reasonably informed as to uses and activities by third parties [e.g., **Grantor's lessee(s)**] with regard to the Property. The **Grantor** shall see that third parties are fully and properly informed as to the covenants, restrictions and limitations contained in this Easement with regard to contemplated third party uses and activities.
- (D) **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle **Grantee** to bring any action against **Grantor** for any injury to or change in the Property resulting from causes beyond **Grantor's** control, including, without limitation, fire, hurricane, flood, storm and earth movement, or from any prudent action taken by **Grantor** under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.
- (E) **No Public Access.** No right of access to any portion of the Property is conveyed by this Easement, other than such access as shall be reasonably necessary for **Grantee** to monitor compliance with this Easement.
- (F) **Costs, Liabilities, and Taxes.** **Grantor** retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including but not limited to, clean up or remediation costs due to chemical contamination and the maintenance of general liability insurance coverage.

(G) **Hold Harmless and Indemnification.** Grantor agrees to release, hold harmless, defend and indemnify Grantee from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the Grantee may suffer or incur as a result of or arising out of the activities of the Grantor on the Property, unless due to the gross negligence or willful misconduct of the Grantee.

(H) **Extinguishment and Proceeds; Condemnation.**

(1) **Extinguishment.** If a subsequent unexpected change in the conditions surrounding the property that is the subject of the donation herein can make impossible or impractical the continued use of the property for conservation purposes, the conservation purposes can nonetheless be treated as protected in perpetuity if the restrictions contained herein are extinguished by judicial proceeding and all of the donee's proceeds (determined under the paragraph immediately following this) from a subsequent sale or exchange of the property are used by the donee organization in a manner consistent with the conservation purposes of the original contribution. If sufficient funds are not available for Grantee to be paid its entire proportionate share out of the proceeds, or if for any other reason Grantee is not paid its entire proportionate share, Grantee has the right to recover such deficiency (including the right to record a lien to secure its recovery of such deficiency) from the record owner of the Property at the time of such sale. In the event of extinguishment of this Easement in whole or in part, the provisions of this paragraph shall survive such extinguishment. [*See generally*, Treas. Reg. Section 1.170A-14(g)(6)(i).]

(2) **Percentage Interest in and Proportionate Share of Proceeds.** For purposes of this paragraph, the Parties hereto stipulate that, as of the Effective Date of this Deed, the Easement and the donation of the perpetual conservation restrictions in the Property give rise to a restricted fee interest in the Property, immediately vested in the Grantee, and represent a percentage interest in the fair market value of the Property (Grantee's percentage interest is referred to herein as Grantee's "proportionate share"). The percentage interests of the Parties shall be determined by the ratio of the value of the Easement on the effective date of this Deed (determined pursuant to the provisions of Section 170(h) of the Code) to the value of the Property, without deduction for the value of the Easement, on the Effective Date of this Deed. The Parties shall include the ratio of those values with the Baseline Documentation of the Property (on file at Grantee's offices) and shall amend such values, if necessary, to reflect any final determination thereof by the Internal Revenue Service or court of competent jurisdiction in any appeal of the final determination by the Internal Revenue Service. For purposes of this paragraph, the ratio of the value of the Easement to the value of the

Property unencumbered by the Easement shall remain constant, and **Grantee's** proportionate share of the fair market value of the Property thereby determinable shall remain constant. [*See generally*, Treas. Reg. Section 1.170A-14(g)(6)(ii).]

(3) **Condemnation.** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, **Grantor** and **Grantee** shall join in appropriate proceedings at the time of such taking to recover the full fair market value (without regard to any diminution in value attributable to the Easement) of the interests in the Property subject to the taking and all incidental or direct damages resulting from the taking. Prior to the payment of any expenses reasonably incurred by the **Parties** to this Easement in connection with such taking, **Grantee** shall be entitled to its proportionate share from the recovered proceeds in conformity with the provisions of *Section 6(H)(2)* herein (with respect to the allocation of proceeds). The respective rights of **Grantor** and **Grantee** set forth in this paragraph shall be in addition to, and not in limitation of, any rights they may have at common law. All such proceeds used by **Grantee** shall be used by **Grantee** in a manner consistent with the Conservation Interests of this Easement as of the Effective Date of this Deed.

(I) **Limitations on Amendment.** If unforeseen circumstances arise, including any change or modification to state or federal laws or regulations especially as they relate to the Code, under which an amendment to, or modification of, this Easement would be appropriate to clarify any ambiguities or to maintain or enhance the Conservation Interests herein, **Grantor** and **Grantee** may, by mutual written agreement, jointly amend this Easement; provided that no amendment shall be allowed that will adversely affect the eligibility of this Easement as a "qualified conservation easement" under any applicable laws, including §§170(h) and 2031(c) of the Code and the Treasury Regulations thereunder. Any such amendment shall be consistent with the purposes of this Easement, shall not affect its perpetual duration, shall not permit additional development or improvements to be constructed on the Property other than development or improvements permitted by this Easement on its Effective Date, and shall not have any adverse impact on the perpetual protection of the Conservation Interests herein. **Grantor** and **Grantee** agree to a reasonable consideration of any such proposed amendment, however, neither **Grantor** nor **Grantee** shall be bound to agree to any amendment. Any such amendment shall be recorded in the official land records of Richland County, South Carolina.

(J) **Benefits and Burdens; Successors and Assigns.** The covenants, terms, conditions, easements, benefits, and burdens of this Easement shall be binding upon and inure to the **Parties** hereto and their respective successors, personal representatives, heirs, and assigns and shall continue as a restriction running in

perpetuity with the Property. An owner of the Property shall only be responsible for those violations first occurring on the Property during such owner's ownership, and while still an owner of the Property (although notwithstanding the foregoing, a subsequent owner may also be held responsible for those violations first occurring during another's prior ownership of the Property unless an estoppel or compliance certificate was obtained by such subsequent owner prior to or at the time of the transfer of the Property's ownership to such subsequent owner). In the event of a breach of the terms hereof by the owner or owners of any divided portion of the Property, no owner or owners of any other portion of the Property shall be liable for such breach. Any of the rights herein reserved to **Grantor** maybe exercised by any owner or owners from time to time.

The benefits and burdens of this Easement shall not be assignable by **Grantee**, except and unless (i) if as a condition of any assignment, **Grantee** requires that the terms and conditions of this Easement continue to be carried out in full as provided herein, (ii) the assignee has a commitment to protect and carry out the Conservation Interests herein as well as the resources to enforce the restrictions contained herein, and (iii) the assignee, at the time of assignment, qualifies under §170(h) of the Code, and applicable Treasury Regulations promulgated thereunder, and under State of South Carolina law, as an eligible donee to receive this Easement directly.

- (K) **Transfers; Incorporation by Reference.** **Grantor** agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which **Grantor** transfers any interest in all or a portion of the Property, including, without limitation, a leasehold interest. **Grantor** shall give **Grantee** notice of any change of possession, ownership or control of the Property within thirty (30) days of such change, including without limitation notice of any transfer, lease, or sale of all or a part of the Property. The failure of **Grantor** to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.
- (L) **Communication.** All notices, demands, requests, consents, approvals, offers, statements, and other instruments or communications required or permitted to be given hereunder (individually or collectively "Correspondence") shall be deemed sufficiently given or rendered only if in writing delivered personally, sent by a nationally recognized overnight courier or sent by United States Postal Service first class certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Grantor:

Theodore J. Hopkins Jr.
141 Edisto Avenue
Columbia, SC 29205

To Grantee:

Chair
Richland County Conservation Commission
2020 Hampton Street
Columbia, SC 29204

Or to such other person or place as a **Party** may designate by Correspondence as aforesaid. Correspondence by mail or overnight courier service shall be deemed given on the date of receipt as shown on the return receipt, or receipt or records of the courier service, as the case may be. In the event any such Correspondence is mailed via the United States Postal Service or shipped by overnight delivery service to a party in accordance with this paragraph and is returned to the sender as undeliverable, then such Correspondence shall be deemed to have been delivered or received on the third day following the deposit of such Correspondence in the United States Mail or the delivery of such Correspondence to the overnight delivery service.

- (M) **Effective Date of Deed and Easement.** This Deed of Conservation Easement shall take effect after the signatures of **Grantor** and **Grantee** have been affixed hereto, properly witnessed and probated, and as of the date the Deed is first recorded in the R.O.D. Office for Richland County, South Carolina, which date shall be and is referred to herein as the “Effective Date” of this Deed and Easement.
- (N) **Recordation.** This instrument shall be recorded by **Grantee** in timely fashion in the R.O.D. Office for Richland County, South Carolina, and **Grantee** may re-record it at any time as may be required to preserve the rights herein.
- (O) **Counterparts.** This Deed of Conservation Easement may be executed in several counterparts and by each **Party** on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall, collectively, constitute a single instrument which will not be effective until executed by all **Parties** hereto.
- (P) **Governing Law.** The interpretation and performance of this Deed of Conservation Easement shall be governed by the laws of South Carolina.
- (Q) **Reasonableness Standard.** **Grantor** and **Grantee** shall follow a reasonableness standard and shall use their best efforts to make any determinations that are necessary or are contemplated to be made by them (either separately or jointly) under this Easement in a timely manner, and shall cooperate with one another and shall take all other reasonable action suitable to that end.
- (R) **Severability; Liberal Construction.** If any provision of this Deed or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Deed shall not be affected thereby. Any

general rule of construction to the contrary notwithstanding, if any provision in this instrument is found to be ambiguous, an interpretation consistent with the perpetual protection of the Conservation Interests of this Deed shall be favored over any interpretation that would be inconsistent with the perpetual protection of the Conservation Interests herein. This Deed shall be construed and interpreted with the intention of conforming to the requirements of Section 170(h) of the Code and SC Code Section 27-8-10, *et seq.*

- (S) **Baseline Documentation.** The **Parties** agree that the Baseline Documentation made available to the **Grantee** provides an accurate description and representation of the Property and establishes the condition of the Property as of the Effective Date, so that (i) the Conservation Interests of this Deed and Easement are satisfactorily carried out and maintained in perpetuity, and (ii) future uses of the Property are properly monitored in order to ensure compliance with the terms therein and with Treas. Reg. Section 1.170A-14(g)(5). Following execution, the Deed and Easement, including all Exhibits attached thereto, shall be (i) recorded in the R.O.D. Office, Richland County, South Carolina and (ii) retained on file at the **Grantee's** office. The **Parties** agree that in the event a controversy arises with respect to the nature and extent of **Grantor's** use of the Property, in order to assist in the resolution of the controversy, the **Parties** may look beyond the Baseline Documentation, if necessary, to other relevant or material documents, surveys, reports and other evidence showing conditions and use of the Property as of the Effective Date of the Easement.
- (T) **Terminology.** All terms used in this Easement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Easement, any Section, Subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

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

IN WITNESS WHEREOF, **Grantor** and **Grantee** have set their hands to multiple duplicate original copies of this Deed and Easement under seal on the day and in the year evidenced in the Probate below.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

EXHIBIT A

THE PROPERTY

For purposes of this Deed and Easement, the term “Property” is defined as the below described land areas and any improvements thereon owned by Theodore J Hopkins Jr. (the “Grantor” herein), which land areas (i) comprise approximately sixty (60) acres and (ii) are specifically designated “Parcel 1-D” and “Parcel 3-A” on the attached January 12, 2012 Baseline Map, last revised June 6, 2013 and captioned “The Oldfield on Cabin Branch Plantation,” prepared for Theodore J. Hopkins Jr. by Civil Engineering of Columbia, which Baseline Map is attached to and made a part of this Exhibit A which Exhibit is an integral part of this Deed and Easement. The Property is described as follows:

- | | |
|-------------------|--|
| Parcel 1-D | Est. 34.5 acres, which is a portion of Richland County Tax Map No. 21800-05-13, and which may be further described by reference to pertinent deeds and plats. |
| Parcel 3-A | Est. 25.5 acres, which is a portion of Richland County Tax Map No. 21700-01-01, and which may be further described by reference to pertinent deeds and plats. |
| Total: | Estimated 60.0 acres |

Richland County Council Request of Action

Subject

Amend the Buffer Requirements for Religious Institutions that are Located in General Commercial or Industrial Zoning Districts [**PAGES 107-111**]

Reviews

Richland County Council Request of Action

Subject: Amend the buffer requirements for religious institutions that are located in General Commercial or Industrial Zoning Districts.

A. Purpose

County Council is requested to amend Section 26-151 (c) (8) of the Richland County Code of Ordinances so as to remove the distance requirement between bars and places of worship in the GC, M-1, and LI zoning districts.

B. Background / Discussion

On September 10, 2013, Council approved a motion sponsored by the Honorable Norman Jackson as follows:

“Religious places located in GC or Industrial areas shall not be subjected to the regular buffers as in properly zoned districts.”

Within the Richland County Land Development Code, places of worship and drinking establishments are permitted in the GC (General Commercial), M-1 (Light Industrial) and LI (Light Industrial) zoning districts. Places of worship are permitted outright, within these districts and among others; however, drinking establishments are permitted only within these districts subject to special requirements.

One provision of the special requirements is that bars and other drinking establishments must be located at least 600 feet from a place of worship. This required setback provides places of worship a level of protection that impacts the ability of other permitted uses to locate rightfully within the commercial or industrial districts. In addition, there is a growing trend of places of worship locating in commercial areas, particularly in vacant strip centers that were intended for retail, service, and office uses. When this is coupled with the manner in which the setbacks are measured (from parcel line-to-parcel line), the result is the elimination of potential locations for permitted uses.

As a result of the trend mentioned above, along with setback requirements, uses (such as bars), which have been deemed by Richland County to be appropriate within the GC, M-1, and LI districts, are for all intents and purposes prohibited.

A proposed text amendment is attached that would amend the buffer requirements for religious institutions that are located in General Commercial or Industrial Zoning Districts (M-1 and LI).

C. Legislative / Chronological History

On September 10, 2013, Council approved a motion sponsored by the Honorable Norman Jackson as follows:

“Religious places located in GC or Industrial areas shall not be subjected to the regular buffers as in properly zoned districts.”

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

1. Approve the ordinance that would amend the buffer requirements for religious institutions that are located in General Commercial or Industrial Zoning Districts.
2. Do not approve the ordinance that would amend the buffer requirements for religious institutions that are located in General Commercial or Industrial Zoning Districts.

F. Recommendation

It is recommended that Council approve the text amendment to Section 26-151 (c) (8).

Recommended by: Norman Jackson Department: County Council Date: 9/10/13

G. Reviews

Finance

Reviewed by Daniel Driggers: Date: 9/17/13
 Recommend Council approval Recommend Council denial
 Recommend Council discretion
Comments regarding recommendation:

This is a policy decision for Council. No recommendation since based on the ROA there is no financial impact.

Planning

Reviewed by: Tracy Hegler Date: 9/17/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Applying the setbacks as described here has the overall effect of prohibiting certain commercial uses, and thus altering the commercial character of districts previously identified by Council as General Commercial.

Legal

Reviewed by: Elizabeth McLean Date: 9/18/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Sparty Hammett Date: 9/18/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE V, ZONING DISTRICTS AND DISTRICT STANDARDS; SECTION 26-151, PERMITTED USES WITH SPECIAL REQUIREMENTS; SUBSECTION (C), STANDARDS; PARAGRAPH (8), BARS AND OTHER DRINKING PLACES; SO AS TO REMOVE THE DISTANCE REQUIREMENT BETWEEN BARS AND PLACES OF WORSHIP IN THE GC, M-1, AND LI ZONING DISTRICTS.

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

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c), Standards; Paragraph (8), Bars and Other Drinking Places; is hereby amended to read as follows:

(8) *Bars and other drinking places.*

a. Use districts: Rural Commercial.

1. Lots used for drinking places shall be located no closer than four hundred (400) feet from any other lot used as a drinking place, and shall be no closer than six hundred (600) feet to any lot which contains a school (public or private) or a place of worship.
2. Bars and other drinking places shall provide adequate off-street parking at a rate of twelve (12) spaces for each one thousand (1,000) square feet of gross floor area.
3. Parking areas related to the establishment of a bar or other drinking place shall be located no closer than thirty (30) feet to the property line of residentially zoned or used property.
4. A minimum six (6) foot high opaque fence shall be erected adjacent to the property line of abutting residentially zoned or used property.

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

1. Lots used for drinking places shall be located no closer than four hundred (400) feet from any other lot used as a drinking place, and shall be no closer than six hundred (600) feet to any lot which contains a school (public or private) ~~or a place of worship.~~

2. Bars and other drinking places shall provide adequate off-street parking at a rate of twelve (12) spaces for each one thousand (1,000) square feet of gross floor area.
3. Parking areas related to the establishment of a bar or other drinking place shall be located no closer than thirty (30) feet to the property line of residentially zoned or used property.
4. A minimum six (6) foot high opaque fence shall be erected adjacent to the property line of abutting residentially zoned or used property.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2013.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Jr., Chair

ATTEST THIS THE _____ DAY

OF _____, 2013

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Richland County Community Garden Program [**PAGES 112-115**]

Reviews

Richland County Council Request of Action

Subject: Richland County Community Garden Program

A. Purpose

Richland County Council requests staff to determine the feasibility of implementing a Richland County Community Garden Program as a part of the Richland County Healthy Lifestyle Initiative.

B. Background / Discussion

Councilwoman Dixon made the following motion at the September 10, 2013 Council meeting:

“To implement Richland County Community Gardens as a part of the Richland County Healthy Lifestyle Initiative and to be housed with NIP to promote partnerships with neighborhoods and communities. Support from other County Departments is important for sustainability.”

Staff will develop a formal program to determine the best management practices for the following:

- 1) Identifying partnerships with neighborhoods, schools, community organizations, and local agencies and businesses.
- 2) Establishing site criteria and land availability.
- 3) Establishing rules for community use of gardens.
- 4) Determining infrastructure requirements and costs.
- 5) Planning for ongoing maintenance costs.
- 6) Identifying department/staff resources needed.
- 7) Determining the feasibility for implementation (grants, special projects, etc.).
- 8) Considering liability insurance recommendations.

Local government leaders are in a unique position to promote healthy eating and active living in their communities through community gardens. Community gardens are places where neighbors can gather to cultivate plants, vegetables and fruits. Such gardens can improve nutrition, physical activity, community engagement, safety and economic vitality for a neighborhood and its residents. Community gardens expose young people to food systems and nature and act as an educational tool for skill development.

Barriers, such as liability expenses, code restrictions and a lack of resources, which often make it difficult for communities to establish or maintain gardens in their neighborhoods, can be overcome with a Community Garden Program.

If approved, program requirements for creating a Community Garden Program will be identified, including financial, staff, and infrastructure requirements and will be presented to Council for review and approval.

C. Legislative / Chronological History

This is a council-initiated request; therefore, there is no legislative history.

above) and limited staffing/funding resources, Planning - NIP may not be the best choice for management of such a program. I recommend staff more thoroughly research the technical logistics of a community garden program and the most appropriate options for funding and staffing, prior to presenting those options to Council for consideration.

Legal

Reviewed by: Elizabeth McLean

Date: 9/16/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Sparty Hammett

Date: 9/18/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval to direct staff to develop program requirements for creating a Community Garden Program. The program requirements will include financial, staff, and infrastructure needs and will be presented to Council for review and approval.