



RICHLAND COUNTY COUNCIL

DEVELOPMENT AND SERVICES COMMITTEE

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

**JUNE 22, 2010
5:00 PM**

2020 Hampton Street, Columbia, South Carolina

CALL TO ORDER

APPROVAL OF MINUTES

1. Regular Session: May 25, 2010 [pages 4 - 7]

ADOPTION OF AGENDA

ITEMS FOR ACTION

2. 2007 Roadway Resurfacing Project Additive #6 [pages 9 - 18]
3. Adoption of the Complete Streets Goals and Objectives [pages 20 - 31]
4. Conservation Easement-Clark Family Property [pages 33 - 45]

5. Ensure that any negotiations with the Fire Departments, City and County, make it a priority to keep ISO ratings and is in the best interest of the citizens and Firefighter Safety [page 47]
6. Review all Engineering and Architectural Drawing requirements to make sure there is no unnecessary charge or expense to citizens [pages 49 - 52]
7. Sease Road [pages 54 - 67]

ADJOURNMENT



Richland County Council Request of Action

Subject

Regular Session: May 25, 2010 [pages 4 - 7]

Reviews

**Richland County Council
Development and Services Committee
May 25, 2010
5:00 PM**



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

Members Present:

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

Others Present: Paul Livingston, Kelvin Washington, Valerie Hutchinson, Joyce Dickerson, L. Gregory, Pearce, Jr., Michelle Cannon-Finch, Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Larry Smith, Anna Almeida, Amelia Linder, David Hoops, Stephany Snowden, Jennifer Dowden, Tamara King, Jim Wilson, Donny Phipps, Andy Metts, Pam Davis, John Hixson, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 5:05 p.m.

APPROVAL OF MINUTES

April 27, 2010 (Regular Session) – Mr. Jeter moved, seconded by Mr. Manning, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

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

ITEMS FOR ACTION

Blue Lights can only be used by Law Enforcement and approved Emergency Vehicles – Mr. Malinowski moved, seconded by Mr. Manning, to forward this item to Council with a

recommendation for approval to direct administration to forward a letter to law enforcement to take any necessary action. A discussion took place.

The vote in favor was unanimous.

Construction Services for Lake Elizabeth Phase III Cumbess Creek Water Quality Capital Improvement Project – Ms. Kennedy moved, seconded by Mr. Jeter, to forward this item to Council with a recommendation for approval. A discussion took place.

The vote in favor was unanimous.

Curfew for Community Safety – Mr. Manning moved, seconded by Ms. Kennedy, to defer this to the June committee meeting. The vote in favor was unanimous.

Determining the County's true priority investment areas – Mr. Malinowski moved, seconded by Ms. Kennedy, to forward this item to Council with a recommendation of approval of Alternative #1: "Direct staff to work with Council in determining what the County's true priority investment areas should be and then update the Comprehensive Plan by listing them." A discussion took place.

The vote in favor was unanimous.

Eliminate the requirement of obtaining a building permit for roofing, siding, and replacement of windows and exterior doors – Mr. Malinowski moved, seconded by Ms. Kennedy, to forward this item to Council with a recommendation for approval of the ordinance provided in the agenda packet. The vote in favor was unanimous.

Haynes Property Conservation Easement – Mr. Malinowski moved, seconded by Mr. Jeter, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

Hopkins Community Water System Bond and Bond Anticipation Note Ordinance – Mr. Malinowski moved, seconded by Ms. Kennedy, to forward this item to Council without a recommendation. A discussion took place.

The vote was in favor.

International Cultural Exchange Ad Hoc Committee – Mr. Manning moved, seconded by Ms. Kennedy, to forward this item to Council with a recommendation for approval and to support Mr. Washington as Co-Chair of the Ad Hoc Committee. The vote in favor was unanimous.

Memorandum of Understanding between Richland County and Richland County Transportation Committee to Pool Funds for Dirt Road Paving – Ms. Kennedy moved, seconded by Mr. Malinowski, to forward this item to Council with a recommendation for approval. A discussion took place.

The vote in favor was unanimous.

Motion to Develop a public-private water and sewer system for the Lower Richland Planning area and other parts of the County – Mr. Malinowski moved, seconded by Ms. Kennedy, to forward this item to Council with a recommendation for approval of Alternative #2: “Request additional information from Palmetto Utilities with specifics on cost, schedule and the use of public grant funds toward the development of this partnership.” A discussion took place.

The vote in favor was unanimous.

Request for Construction Contract Award for Closure of Phase 1A at County Landfill – Mr. Jeter moved, seconded by Mr. Manning, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

Retreat: Visionary Legacy of Council – Mr. Manning moved, seconded by Mr. Jeter, to forward this item to Council with a recommendation for approval and to direct staff to make the necessary arrangements for the retreat. The vote in favor was unanimous.

Special Resurfacing and Full Depth Patching Change Order – Mr. Jeter moved, seconded by Mr. Manning, to forward this item to Council with a recommendation for approval. The vote in favor was unanimous.

To amend the ordinance dealing with Loitering – Mr. Malinowski moved, seconded by Mr. Manning, to forward this item to Council with a recommendation for approval. A discussion took place.

The vote in favor was unanimous.

Traffic signal synchronization and timing to improve air quality by reducing vehicle emissions – Mr. Malinowski moved, seconded by Ms. Kennedy, to defer this item until the June committee meeting. The vote in favor was unanimous.

ITEMS FOR DISCUSSION/INFORMATION

Ensure that any negotiations with the Fire Department, City and County, make it a priority to keep ISO ratings and is in the best interest of the citizens and Firefighter Safety – This item was not taken up.

Review all Engineering and Architectural Drawing Requirements to make sure there is no unnecessary charge or expense to citizens – Mr. Malinowski moved, seconded by Ms. Kennedy, to place this item on the June committee meeting agenda for action. The vote in favor was unanimous.

Sease Road – Mr. Malinowski moved, seconded by Ms. Kennedy, to place this item on the June committee meeting agenda for action. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 6:02 p.m.

Submitted by,

Norman Jackson, Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

2007 Roadway Resurfacing Project Additive #6 [pages 9 - 18]

Reviews

Richland County Council Request of Action

Subject: 2007 Roadway Resurfacing Project Additive #6

A. Purpose

County Council is requested to approve Change Order #3 for Sloan Construction Company, Inc. in the amount of \$153,095.80 for resurfacing additive #6.

B. Background / Discussion

The resurfacing list was established using the updated Pavement Management System. Each County maintained paved road was given an Overall Condition Index (OCI). The roads with the lowest OCI were re-visited and considered for the resurfacing list.

The LPA Group, Inc. (LPA) completed the design and specifications for the 2007 Roadway Resurfacing Project. The project was advertised on July 29, 2007 for a period of 31 days. A pre-bid meeting was held on August 9, 2007, and bids for the project were opened on August 30, 2007.

Sloan Construction Company, Inc. has been determined to be the lowest responsible and responsive bidder. The following information includes the results of the bid opening for the base bid and additives 1, 2, and 4.

Base bid and additives 1, 2, 3, 4, and 5 have all been completed.

Base Bid

Contractor	Total Bid Amount
Sloan Construction Company Inc.	\$1,018,989.72
C.B.G. Inc	\$1,098,180.00
Rea Contracting L.L.C.	\$1,212,173.01
C.R. Jackson Inc.	\$1,635,228.86

Additive #1

Contractor	Total Bid Amount
Sloan Construction Company Inc.	\$72,577.31

Additive #2

Contractor	Total Bid Amount
Sloan Construction Company Inc.	\$83,905.78

Additive #4

Contractor	Total Bid Amount
Sloan Construction Company Inc.	\$99,248.96

Total=Base Bid Plus Additives 1, 2, and 4

Contractor	Total Bid Amount
Sloan Construction Company Inc.	\$1,274,784.93

C. Financial Impact

The Department of Public Works requested funding for the 2007 Roadway Resurfacing Project from the County Transportation Committee (CTC) on March 6, 2007. The CTC approved the request for \$1,400,000.00 for this project. The \$1,400,000.00 is for the design and construction of the 2007 Roadway Resurfacing Project. The design fee is approximately \$59,800.00, which leaves \$1,340,200 for the construction part of the contract. On May 3, 2010 the CTC approved an increase to the 2007 Roadway Resurfacing Project's PCN 31239 in the amount of \$252,000.00 to bring the total to \$1,652,000.00. Therefore, there are adequate funds to cover the construction of additive #6 which includes Crane Creek Drive, Durant Street, Kelsey Street, Maxwell Street and Overland Drive.

Additive # 7 was also submitted to the CTC and approved but as a micro paving project as specified by the SCDOT. There are no contractors in the State of South Carolina that perform this work and the SCDOT does not have a active contract for this work. Public Works will request of the CTC to hold these funds until a SCDOT contract is in place.

D. Alternatives

There are two alternatives that exist for this project and are as follows:

1. Approve change order #3 to Sloan Construction Company, Inc. for the 2007 Roadway Resurfacing Project additive #6 in the amount of \$153,095.80.
2. Do not approve change order #3 for additive #6 to Sloan Construction Company, Inc. and forfeit the opportunity to resurface the roads.

E. Recommendation

It is recommended that County Council approve change order #3 for additive #6 to Sloan Construction Company, Inc. for the 2007 Roadway Resurfacing Project in the amount of \$153,095.80. A recommendation by LPA to approve change order #3 to Sloan Construction Company, Inc. is attached.

Recommended by: David Hoops, PE

Department: Department of Public Works
Date: 06//07/10

F. Approvals

Finance

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

Date: 6/10/10
 Recommend Council denial

Procurement

Reviewed by: Rodolfo Callwood
 Recommend Council approval
Comments regarding recommendation:

Date:6/10/10
 Recommend Council denial

Legal

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

Date:
 Recommend Council denial

Administration

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

Date: 6/14/10
 Recommend Council denial

CHANGE TO CONTRACT VALUE:

Original Contract Price:	<u>\$1,274,721.86</u>
Current Contract Price adjusted by previous Change Orders:	<u>\$1,329,191.73</u>
The Contract Price due to this Change Order will be	
increased by:	<u>\$153,095.80</u>
decreased by:	<u>\$0.00</u>
 The new Contract Price (including this Change Order) will be:	 <u>\$1,482,287.53</u>

CHANGE TO CONTRACT TIME:

The Contract Time will be increased / decreased by:	<u>90</u>	Calendar Days
The new date for completion of all work will be:	<u>4-Sep-10</u>	

Requested By: _____ Date: _____

X _____

Recommended By: J. Stacy Culbreath Date: 6-8-10

X [Signature]

Recommended By: _____ Date: _____

X _____

Accepted By: _____ Date: _____

X _____

Accepted By: _____ Date: _____

X _____

Sloan Construction Company, Inc.

645 Rosewood Drive 2nd Floor Bonitz
 Bid.
 P.O. Box 1957
 Columbia, SC 29201
 USA

Phone: 803-376-1240
 Fax: 803-376-1967

To:	Richland County Procurement	Contact:	
Address:	2020 Hampton Street, Suite 3064 Columbia, SC 29204	Phone:	
Project Name:	2007 Richland County Resurfacing Additive #6	Bid Number:	
Project Location:	Various Roads In Richland County, Columbia, SC	Bid Date:	8/30/2007

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	1031000	MOBILIZATION	1.00	LS	\$4,000.00	\$4,000.00
	1071000	TRAFFIC CONTROL	1.00	LS	\$4,000.00	\$4,000.00
	4011004	LIQUID ASPHALT BINDER PG64-22	83.00	TON	\$390.00	\$32,370.00
	4012030	SURFACE PATCHING 2" UNIF.	262.00	SY	\$22.85	\$5,986.70
	4012060	FULL DEPTH ASPH. PAV. PATCHING 6" UNIF.	380.00	SY	\$36.52	\$13,877.60
	4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	6,934.00	SY	\$5.25	\$36,403.50
	4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	1,326.00	TON	\$40.50	\$53,703.00
	7203130	CONCRETE CURB AND GUTTER(1'-6" OGEE)	95.00	LF	\$29.00	\$2,755.00
Total Price for above Items:						\$153,095.80

Total Bid Price: \$153,095.80

Notes:

- Any price adjustment formula applicable to asphalt cement shall be applicable to all asphalt cement placed by Sloan and the full amount of any such price adjustment (whether increase or decrease) shall be due to Sloan based on the original bid index of August 1, 2007 (\$345.56).

Payment Terms:

Payment due within 7 days after payment is made by Owner.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Sloan Construction Company, Inc.</p> <p>Authorized Signature: </p> <p>Estimator: Paul Edwards 803.376.1240 edwardsp@sloancc.net</p>
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5/17/2010 2:20:20 PM

756 6-2-10

Page 1 of 1

Item# 2

Attachment number 1
 Page 6 of 10

WORKSHEET FOR DETERMINING FUEL AND ASPHALT BINDER INDEX ADJUSTMENTS

HOW TO USE: Select Base Index Date (cell B8) and Current Index Date (cell H8).

Spreadsheet uses stored index data to calculate and present index adjustments for eligible items of work.

Adjustments to be applied in accordance with contract provisions.

Select Base Indexes			
Date	Asphalt Binder	Diesel	Unleaded
1-Aug-07	\$ 2,345.66	\$ 2,404.7	\$ 2,366

Select Current Indexes			
Date	Asphalt Binder	Diesel	Unleaded
1-May-10	\$ 2,624.90	\$ 2,557.7	\$ 2,462.6

Items of Work Eligible for Fuel Adjustments	Unit	Gallons Per Unit		Monetary Adjustment per Unit		
		Diesel	Unleaded	Diesel	Unleaded	Combined
Excavation (Unclassified, Borrow, etc.)	CY	0.29	0.15	\$	\$	\$
Embankment in Place	CY	0.29	0.15	\$	\$	\$
Sand Clay Base Course #1 Uniform	SY	0.05	0.02	\$	\$	\$
Sand Clay Base Course #1 Uniform	SY	0.06	0.03	\$	\$	\$
Graded Aggregate Base Course #1 Uniform	SY	0.10	0.06	\$	\$	\$
Graded Aggregate Base Course #1 Uniform	SY	0.13	0.06	\$	\$	\$
Hot Mix Asphalt (Base, Binder, Surface Courses)	TON	2.90	0.71	\$	\$	\$
Full Depth Patching - 4" (Fuel)	SY	0.64	0.16	\$	\$	\$
Full Depth Patching - 6" (Fuel)	SY	0.66	0.23	\$	\$	\$
Full Depth Patching - 8" (Fuel)	SY	1.28	0.31	\$	\$	\$
Full Depth Patching - 10" (Fuel)	SY	1.80	0.36	\$	\$	\$
Full Depth Patching - 12" (Fuel)	SY	1.91	0.47	\$	\$	\$
Portland Cement Concrete Pavements	SY	0.25	0.20	\$	\$	\$
Structural Concrete	CY	1.00	0.20	\$	\$	\$
Reinforced Concrete Pipe (24" or less)	LF	0.80	0.15	\$	\$	\$
Reinforced Concrete Pipe (greater than 24")	LF	0.75	0.15	\$	\$	\$

Items of Work Eligible for A.C. Binder Adjustments	Unit	AC Binder Tons per Unit	Monetary Adjustment per Unit (for AC Binder)	
			Diesel	Unleaded
Liquid Asphalt Binder (PG64-22)	TON	1.0000	\$172.78	\$
Liquid Asphalt Binder (PG76-22)	TON	1.0000	\$172.78	\$
Full Depth Patching - 4" (AC Binder)	SY	0.0110	\$1.90	\$
Full Depth Patching - 6" (AC Binder)	SY	0.0165	\$2.85	\$
Full Depth Patching - 8" (AC Binder)	SY	0.0220	\$3.80	\$
Full Depth Patching - 10" (AC Binder)	SY	0.0275	\$4.75	\$
Full Depth Patching - 12" (AC Binder)	SY	0.0330	\$5.70	\$
Asph Surf Trmt - Single Treatment (0.28 gal/sy mod. emulsi)	SY	0.0008	\$0.13	\$
Asph Surf Trmt - Double Treatment - Type 1 (0.52 gal/sy mod. em)	SY	0.0023	\$0.39	\$
Asph Surf Trmt - Double Treatment - Type 2 (0.97 gal/sy mod. em)	SY	0.0027	\$0.46	\$
Asph Surf Trmt - Double Treatment - Type 3 (0.55 gal/sy mod. em)	SY	0.0015	\$0.26	\$
Asph Surf Trmt - Double Treatment - Type 4 (0.46 gal/sy mod. em)	SY	0.0013	\$0.22	\$
Asph Surf Trmt - Double Treatment - Type 5 (0.48 gal/sy mod. em)	SY	0.0013	\$0.23	\$
Asph Surf Trmt - Triple Treatment - Type 1 (0.55 gal/sy emulsi)	SY	0.0024	\$0.41	\$
Asph Surf Trmt - Triple Treatment - Type 2 (0.71 gal/sy emulsi)	SY	0.0020	\$0.34	\$
Asph Surf Trmt - Triple Treatment - Type 4 (0.82 gal/sy emulsi)	SY	0.0023	\$0.39	\$
Microsurfacing - Type II - Leveling	TON	0.0007	\$0.12	\$
Emulsion for High Performance Chip Seal (Macro Surfacing)	Gal	0.0028	\$0.46	\$



South Carolina
Department of Transportation

May 3, 2010

Mr. James C. Brown, Chairman
Richland County Transportation Committee
Post Office Box 192
Columbia, South Carolina 29202

RE: C PCN 31239 – 2004 County Dirt Roads
C PCN 36609 – 2007 County Resurfacing Program

Dear Chairman Brown:

This letter is to advise that local paving project **C PCN 31239** was revised as follows. Funds were decreased from \$1,000,000.00 to \$880,062.51. This project is identified as the 2004 county dirt road program and the preliminary engineering for 25 dirt roads in Richland County.

Also funds were increased from \$1,400,000.00 to \$1,652,000.00 for local paving project **C PCN 36609**. This project is identified as the 2007 county resurfacing program in Richland.

David Hoops, Richland County Engineer, has been notified of the committee's decision by copy of this letter.

Please let us know if we can be of further assistance to you.

Sincerely,

Batina Feaster
Program Coordinator
C Program Administration

BF:bmf

cc: Thad Brunson, District One Engineering Administrator
Julie Barker, C Program Manager, RPG-3
David Hoops, Richland County Engineer



Post Office Box 192
Columbia, South Carolina 29202-0192

Phone (803) 737-2314
TTY: (803) 737-3870

AN EQUAL OPPORTUNITY
AFFIRMATIVE ACTION EMPLOYER

Item# 2

Attachment number 1
Page 8 of 10

Road Name

Base Bid

Bancroft Road
Bluff Industrial
Boulevard
Branch Hill Drive
Briarcliffe West Court
Coachtrail Court
Deer Hound Trail
Dunbarton Road
Hickory Nut Lane
Highgate Trail
Hobkirk Road
Hounds Court South
Hunters Hill Drive
Mobley Road
Musket Lane
Rolling Creek Pkwy
Rolling Creek Circle
Silo Court
Singing Wood Lane
Walking Horse Court
Walking Horse Way
Winwood Drive
Wood Fox Court
Wood Fox Drive

Additive #1

Blackwell Circle
Dominion Drive
Helena Circle
Prince Edward Court

Additive #2

Sunbelt Boulevard
Sunbelt Court

Additive #3

Cokesbury Drive
Miramar Drive

Additive #4

Gloria Trail
Cane Lake Drive

Additive #5

Rockyview Drive
Rockymount Road

Additive #6

Crane Creek Drive

Durant Street

Kelsey Street

Maxwell Street

Overland Drive

Additive #7

Valhalla Drive

Richland County Council Request of Action

Subject

Adoption of the Complete Streets Goals and Objectives [pages 20 - 31]

Reviews

C. Financial Impact

There is no financial impact associated with adoption of these policies.

D. Alternatives

- 1) Approve a Resolution to adopt the Complete Streets Goals & Objectives.
- 2) Do not approve a Resolution to adopt the Complete Streets Goals & Objectives.

E. Recommendation

It is recommended that County Council approve a Resolution to adopt the Complete Streets Goals & Objectives.

Recommended by: Richland County Planning Commission

Date: 7/6/09

F. Approvals

Finance

Reviewed by: Daniel Driggers

Date: 6/10/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Planning

Reviewed by: Anna Almeida

Date:

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Amelia Linder

Date: 6/11/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Sparty Hammett

Date: 6/14/10

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Complete Streets Steering Committee

<u>Name</u>	<u>Representing</u>
Steven Hooker, PhD, FASM Chairman	Prevention Research Center, Arnold School of Public Health, USC & Served on the 2008 Richland County Transportation Study Advisory Committee
Rachael Kefalos, Vice Chairperson	Palmetto Cycling Coalition, Executive Director
Jay Daniels, MPH, APM	Executive Director, SC Governor's Council on Physical Fitness - DHEC Bureau of Chronic Disease Prevention - Advanced Training at Portland State Institute for Bicycle and Pedestrian Innovation – Comprehensive Bicycle & Pedestrian Planning & Design
Catherine Leigh Graham, MEBME	University of South Carolina Interagency on Disability and Health –SCDOT Disability Consultant
Gerry Lynn Hall	City of Columbia
Jim Love	AARP, South Carolina Southern Division
Jamie Cathey	Richland County Recreation Commission
Will Haltiwanger, PE	Palmetto Cycling Coalition
Carl D. Gosline, AICP, PTP	RC Transportation Planner – Staff Liaison & Secretary

Effectiveness Measures

- Develop a countywide “Park-and-Ride Facility Location Plan” based on short, medium and long range need
- Revise county regulations and procedures to create development incentives to encourage installation of these facilities as land development projects occur
- Develop an agreement with the CMRTA and the SCDOT regarding the review process and requirements for use of SCDOT rights-of-way to accomplish this objective

Objective1E - Establish policies, incentives and regulations to encourage residential, commercial, recreational and institutional land uses to closer proximity to each other to promote safe pedestrian and cycling activity.

Effectiveness Measures

- Amendment of the County’s Strategic Plan to establish policies and incentives
- Amendment of the County’s Comprehensive Plan to establish polices and incentives
- Amendment of the County’s Land Development Code implement the policies and incentives established above

Goal 1 - Implements the following provisions of the March 2009 County Strategic Plan

- Manage Growth – Strategy 6 – identify and target areas where growth will, and will not, be encouraged
- Improve Transportation Infrastructure – Strategy 4 – strengthen the link between growth management and transportation infrastructure
- Engage the Community – Strategy 5 - improve communications with policy makers from neighboring jurisdictions

Goal 1 - Implements the following provisions of the December 2009 Comprehensive Plan

- Transportation Element – Goal 2 – improve bicycle and pedestrian facilities
- Transportation Element – Goal 7 – promote traditional neighborhood development
- Future Land Use Element – Goal 2 – promote urban and suburban infill development
- Future Land Use Element – Goal 6 – promote transit oriented development designed for pedestrians without excluding automobiles
- Future Land Use Element – Goal 8 – ensure the strategies contained in the Comprehensive Plan are implemented

Issue: Dangerous By Design, M. Ernst & Li. Shoup, Transportation For America, Fall 2009

“...In a poll conducted for AARP, 40 % of adults age 50, or older, reported inadequate sidewalks in their neighborhoods and nearly 50% that they could not cross main roads close to their home safely...” {pg. 15]

“...A 2005 survey by the FHWA found that 85 % of respondents believed their community would be better served by expanding sidewalk and bicycling infrastructure...” [pg. 15]

Table 5 – State Pedestrian Fatalities and Federal Spending on Walking and Biking found that **South Carolina spent \$ 0.48 per capita on bike and pedestrian facilities** in the period of 2005 – 2008. **Georgia spent 4 times that (\$1.78/c) and North Carolina spent 3 times that (\$1.19/c)** [pgs. 30/31]

“...Reducing (*bike/ped*) fatalities and injuries by just 10 % would save the nation more than \$ 2 Billion annually, a sum that is four times the amount of federal funds currently spent on bicycle and pedestrian projects...” [pg. 45]

Alliance for Biking and Walking Report – January 2010 - State newspaper 2/16/10:

“...South Carolina ranks 47th among the states in its percentage of its federal transportation dollars spent on biking and walking projects – just **0.4 %** compared to around 3 % for the top ten states...”

South Carolina ranks **49th in biking safety** – only Alabama is lower AND **49th in pedestrian safety** – only Florida is lower

GOAL 3	Improve Safety Conditions For Pedestrian, Bicycle, Transit And Vehicular Facilities And Services
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Objective 3A – Reduce the number of accidents in the county involving pedestrians by twenty (20%) percent in the next five years.

Effectiveness Measures

- Implement strategies that would decrease the pedestrian accident rate
- Adoption of a Comprehensive Sidewalk Installation Program
- County adoption of the CMCOG Regional Pathways Plan, or its successor document

Objective 3B - Reduce the number of accidents in the county involving bicycles by twenty (20%) percent in the next five years.

Effectiveness Measures

- Implement strategies that would decrease the bicycle accident rate
- County adoption of the CMCOG Regional Pathways Plan, or successor documents

Goal 3 - Implements the following provisions of the March 2009 County Strategic Plan

- Strategic Priority – Improve Transportation Infrastructure – Strategy 5 – actively pursue state and federal funding for transportation projects
- Strategic Priority – Enhance Public Safety – Strategy 2 – plan and invest in, safety –related buildings and infrastructure

Goal 3 - Implements the following provisions of the December 2009 Comprehensive Plan

- Transportation Element – Goal 2 – improve bicycle and pedestrian facilities

Issue: Numerous transit, bicycle and pedestrian advocacy groups, including AARP, Complete Streets Coalition, the National Highway Traffic Safety Administration, advocate extensive involvement by as many citizen, environmental, transit and business groups as possible. Extensive involvement of interest groups is particularly critical in implementing the Complete Street Concepts. Active participation by groups advocating the concerns of elderly Americans are especially important. Some of the common themes in this regard are:

- Early involvement by as many different stakeholders as possible
- Many places in the country have one, or more, “consumer” oriented advocacy groups as well as one, or more, “provider” oriented groups
- Each Complete Streets program should design the roles of any such group to fit its unique characteristics
- Extensive input from the adjacent local government jurisdictions is important.

GOAL 4	Actively Engage All Affected Parties To Develop And Focus On Environmental, Health And Elderly Interests In All Phases Of Transportation Projects.
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Objective 4A – Within six (6) months of adoption of these Goals and Objectives by the County Council, a technical advisory committee, or committees, which would represent private development interests and governmental interests, will be established by the County Council

Effectiveness Measures

- Establishment of technical advisory committee
- Evidence of technical advisory committee input in the development of projects implementing the Complete Streets principles in the prioritization, planning, funding and implementation of transportation projects
- Evidence of coordination among agencies and departments in the development of projects implementing the Complete Streets principles in the prioritization, planning, funding and implementation of transportation projects
- Evidence of training for County personnel and engineering consulting firms regarding implementation of the Complete Streets principles

Objective 4B - Within 6 months of adoption of these Goals and Objective by the County Council, a citizen advisory committee, or committees, representing consumer interests will be established by the County Council.

Effectiveness Measures

- Establishment of citizen advisory committee
- Evidence of citizen advisory input in the development of projects implementing the Complete Streets principles in the prioritization, planning, funding and implementation of transportation projects

Goal 4 - Implements the following provisions of the March 2009 County Strategic Plan

- Strategic Priority – Manage Growth – Strategy 4 – improve collaboration among local jurisdictions to ensure coordinated planning and infrastructure investment

Goal 4 - Implements the following provisions of the December 2009 Comprehensive Plan

- None directly related to stakeholder roles in the Plan implementation process

Issue: Centers for Disease Control and Prevention (CDC) has identified transportation policies that can have profound positive impact on health. CDC supports strategies that can provide a balanced portfolio of transportation choices that supports health and reduces health care costs. Good transportation policies can:

- Reduce injuries associated with motor vehicle crashes
- Encourage healthy community design
- Promote safe and convenient opportunities for physical activity by supporting active transportation infrastructure
- Reduce human exposure to air pollution and adverse health impacts associated with these pollutants
- Ensure that all people have access to safe, healthy, convenient, and affordable transportation

Dangerous By Design, Michelle Ernst & Lilly Shoup, Transportation For America, Fall 2009

- “...More than two-thirds of US adults are obese, or overweight, according to the CDC prevention guidelines...” [pg.11]
- “...Neighborhoods built to support physical activity have strong potential to contribute to increased physical activity. Designing neighborhoods to support physical activity can now be defined as an international public health issue...” [pg. 12]

GOAL 5	Improve Health And Well-Being Of Residents Of All Ages And Income Levels By Fostering Higher Levels Of Physical Activity Through The Creation Of A More Walkable And Bikeable Transportation And Community Infrastructure.
---------------	---

Objective 5A - Increase the average number of minutes of walking per week and users of walking facilities by twenty (25%) percent by 2014.

Effectiveness Measures:

- Average number of minutes of weekly walking reported by residents via approved health evaluation methods
- Number of persons using walking facilities as determined by approved health evaluation methods

Objective 5B - Increase the average number of minutes of bicycling per week and users of bike facilities by fifteen (15%) percent by 2014.

Effectiveness Measures:

- Average number of minutes of weekly biking reported by residents via approved health evaluation systems
- Number of persons using bike facilities as determined by approved health evaluation methods

Goal 5 Implements the following provisions of the March 2009 County Strategic Plan

- Strategic Priority - Manage Growth – Strategy 4 - improve collaboration among local jurisdiction to ensure coordinated planning and infrastructure investment
- Strategic Priority – Improve Transportation Infrastructure – Strategy 5 – promote the availability of alternative modes of transportation, such as greenways, bike lanes and sidewalks

Goal 5 Implements the following provisions of the December 2009 Comprehensive Plan

- Population Element – Goal 2 – plan for a variety of lifestyles and landscapes
- Community Facilities Element – Goal 1 – ensure the equitable distribution of community services and facilities
- Future Land Use Element - Goal 6 – promote transit oriented development designed for pedestrians without excluding automobiles

Richland County Council Request of Action

Subject

Conservation Easement-Clark Family Property [pages 33 - 45]

Reviews

Richland County Council Request of Action

Subject: Conservation Easement-Clark Family Property

A. Purpose

County Council is requested by the Conservation Commission to accept a conservation easement on 12 acres as a donation in northwest Richland County in order to protect a valuable floodplain, wetlands, natural resources, water quality, wildlife, and preserve valuable open space.

B. Background / Discussion

Kenneth Clark, 1601 Old Tamah Road, Irmo, SC 29063, has made a formal application to the Conservation Commission to help protect his valuable natural resources, wetlands, wildlife, and maintain the rural integrity of the landscape. This land is currently managed for pasture, wildlife, and scenic beauty. The property is a critical segment of the Hollingshed Creek Watershed and offers a buffer along streams. The Conservation Commission recommends fair compensation for protecting valuable open space in Richland County. The property faces development pressures near Dutch Fork High School to be converted to high density sub-divisions. The property is located in County Council District #1 where extensive development has occurred. The Clark Family would like to contribute to a new conservation image for their community and protect the rural integrity of the family property. We salute their donation and conservation values.

C. Financial Impact- \$12,000

The Conservation Commission voted unanimously to make this easement request to County Council as a private donation for tax benefits and fair compensation. The landowner is donating a large percentage of the appraised easement value of which some may be captured by tax incentives. We consider this agreement to be beneficial to both parties and it meets the goals of Richland County in a true volunteer partnership. The indirect benefits and cost to Richland County will be less storm water issues, improved water quality, and preserving wildlife and valuable green space in the Hollingshed Creek Watershed.

D. Alternatives

1. **Approve the request** to accept the conservation easement in perpetuity will protect valuable natural resources and preserve green space for all citizens. Accepting this easement benefits our communities and sets an example of volunteer partnership with landowners.
2. Do not approve will allow high density development, reduce green space, remove wildlife habitat, and change our rural landscape character forever.

E. Recommendation

"It is recommended that Council approve the request to accept this conservation easement on 12 acres owned by Kenneth Clark.

Recommended by:	Department:	Date:
Carol Kososki, Chair Jim Wilson, Program Manager	Conservation Commission Richland County	6-28-2010

F. Reviews

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

Finance

Reviewed by: Daniel Driggers	Date: 6/10/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Legal

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

Administration

Reviewed by: Sparty Hammett	Date: 6/11/10
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement") granted this day of June, 2010, by Clark Family Real Estate Trust having an address as 1601 Old Tamah Road, Irmo South Carolina, 29063, to Richland County, ("Grantee").

WITNESSETH:

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

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

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

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

- The furtherance of the South Carolina Conservation Easement Act, §27-8-10 which authorizes the acquisition of conservation easements by non-profit organizations;
- The preservation of land of historic importance to Richland County because of its relationship to the agrarian past and historic development of the community.
- The protection of water quality deriving from the Property's location adjacent to the Broad River, which provides a source of drinking water and recreation for the Midlands of South Carolina.
- The protection of cultural resources identified by the Richland County Conservation Commission as in need of preservation to protect the scenic and ecological integrity of the Broad River community.
- The preservation of the Property as significant wildlife habitat and traditional hunting lands in this habitat rich area.

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

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

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

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

THEREFORE, in consideration of (\$12,000) dollars and no cents and other good and valuable consideration, receipt of which is hereby acknowledged, pursuant to Section 170(h) of the Code and §27-8-10 et seq. of South Carolina Code of Laws of 1976, as amended; Grantor does hereby voluntarily grant and convey unto the Grantee, a preservation and conservation easement in gross in perpetuity over the Protected Property, owned by the Grantor, and more particularly described as in Attachment A.

1. Grant of Conservation Easement

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

2. Statement of Purpose

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

3. Rights and Responsibilities Retained by Grantor

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

4. Limitation on Subdivision and Development

The Property is currently comprised of the parcel shown on Attachment A, which is all contained on one tax map. The Property may be subdivided to create two (2) new residential lots not to exceed one (1) acre each, provided that such lots are certified to be outside the floodway as designated by

Richland County. Each lot shall have access to a public road as required by the Richland County land use requirements. There shall be no multi-family, industrial, or commercial use of the Property.

5. Rights to Use Property for Traditional Purposes

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

6. Right to Privacy

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

7. Right to Use the Property for Customary Rural Enterprises

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

8. Permission of Grantee

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

9. Construction of Buildings and Other Improvements

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

- 1) Fences – Existing fences may be repaired and replaced, and new fences may be built on the Property for purposes of reasonable and customary management of livestock and wildlife.
- 2) New Ancillary Structures & Improvements – New ancillary buildings and other structures and improvements to be used primarily for agricultural, equestrian or educational purposes may be built on the Property only with the permission of the Grantee.

3) Structures: There may be no multi family, commercial or industrial structures built on the Property. There may be two (2) single family dwelling built on each lot created under Section 4 above. No other residential construction is allowed.

4) Recreational Improvements – Grantor may construct blinds, stands and other facilities for viewing and/or hunting wildlife. Other passive recreational improvements may be built with the permission of the Grantee. Under no circumstances shall athletic fields, golf courses or ranges, commercial airstrips or commercial helicopter pads be constructed on the Property or may the Property be used for a use inconsistent with the Purpose.

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

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

7) Vegetative Buffer - There shall be no development or land clearing activities within 100 feet of a river, stream, creek bed, or wetland. Such areas shall remain a vegetative buffer for water quality purposes at all times. Minor clearing, to include hand pruning and hand removal of ground and mid-story plants, trees and vegetation may occur within the 100 buffer.

10. Maintenance and Improvement of Water Sources

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

11. Water Rights

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

12. Conservation Practices

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

13. Application of Waste Materials

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

14. Forest Management

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

15. Mining

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

16. Paving and Road Construction

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

17. Hazardous Waste

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

18. Ongoing Responsibilities of Grantor and Grantee

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

- (a) Taxes – Grantor shall be solely responsibility for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on or to protect its interest in the Property, Grantor will reimburse Grantee for the same.
- (b) Upkeep and Maintenance – Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.
- (c) Liability and Indemnification – Grantor shall indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, liability, or expense (including reasonable attorneys’

fee) arising from or with respect to the Property, unless due to the gross negligence or willful misconduct of Grantee.

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

(e) Inspection - Grantor hereby grants and conveys unto Grantee, its successors and assigns, the easement and right of Trust and its agents to enter upon and inspect the Property, with access over and across the Property if necessary, for compliance with this Conservation Easement at any time and from time to time, provided that Owner is first given notice of any such visit, at least seven (7) days in advance, except in cases of suspected or known violations of this Conservation Easement.

19. Extinguishment of Development Rights

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

20. Enforcement

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

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

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

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

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

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

21. Transfer of Easement

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

22. Transfer of Property

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

23. Amendment of Easement

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

24. Extinguishment

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

25. Proceeds

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

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

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

26. Interpretation

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

27. Successors

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

28. Severability

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

29. Notices

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

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

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

30. Grantor's Title Warranty

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

31. Subsequent Liens on Property

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

32. Subsequent Encumbrances

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

33. Grantor’s Environmental Warranty

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

34. Perpetuation of Easement

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

35. Acceptance

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

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

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

Witness

Clark Family Real Estate Trust
Kenneth Clark
Elizabeth Clark

Witness

Accepted:

Witness:

Richland County

By _____
Chairman

Witness

Acknowledgments

County of Richland
State of South Carolina,

Personally appeared before me _____ on this ____ day of August 2010 and acknowledged that all material statements of fact in the foregoing Deed of Conservation Easement are true to the best of his/her knowledge and belief, and that the execution of said Deed of Conservation Easement is his/her free act and deed.

Notary Public (SEAL)
My commission expires:



Richland County Council Request of Action

Subject

Ensure that any negotiations with the Fire Departments, City and County, make it a priority to keep ISO ratings and is in the best interest of the citizens and Firefighter Safety [page 47]

Reviews

Motion: Ensure that any negotiations with the Fire Departments, City and County, make a priority to keep ISO ratings and is in the best interest of the citizens and fire fighter safety.

Richland County Council Request of Action

Subject

Review all Engineering and Architectural Drawing requirements to make sure there is no unnecessary charge or expense to citizens [pages 49 - 52]

Reviews



RICHLAND COUNTY

Department of Public Works

C. Laney Talbert Center

400 Powell Road

Columbia, South Carolina 29203

Voice: (803) 576-2400 Facsimile (803) 576-2499

<http://www.richlandonline.com/departments/publicworks/index.asp>



MEMO

To: Sparty Hammett, Assistant County Administrator

From: David Hoops, Director

Re: Review of Engineering and Architectural Requirements for Submittals to Public Works

Date: February 17, 2010

The following are requirements for site plan/land disturbance permit applications to Public Works. The red type indicates where our requirements are dictated by other entities, such as DHEC, EPA or SCDOT. Most documents are required under the general National Pollutant Discharge Elimination System (NPDES) Permit that has been issued to Richland County. We could reduce the number of plans submitted to Public Works for small projects to one (1) full size copy. Also, for small projects where only structures are being erected, we could limit our submittal to the Notice of Intent (NOI) (as required by SCDHEC) and not require any plans submitted to Public Works. It is very difficult to generalize this reduction in plan submittals or describe the conditions when it may apply. I believe it would have to be applied by the plan reviewer on a project by project basis.

Required Plan and Calculations submittals for Public Works NPDES Approval

Projects (0 -1 acre)

- **Required by Richland County**
 1. **2 - Full-Size Complete Sets of Engineering Drawings 24" x 36"**
 2. **1 - Reduced Complete Set of Engineering Drawings 11" x 17"**
- **Required by others**
 3. **Notice of Intent Form (DHEC) *Does not have to be prepared by a P.E. {2-Page Standard DHEC Form}***
 4. **Copy of the Richland County Plan Review Checklist *{7-Page Standard Form that's required by SCDHEC to show what is applicable and not applicable to your project}***

Item# 6

Attachment number 1
Page 1 of 3

5. **Permanent Storm Water Maintenance Agreement** *[If Applicable]{1-Page Standard DHEC Form}*
6. **Project Narrative** *{1-Page Requirement}*
7. **Copy of SCDOT Encroachment Permit Application** *[If Applicable]{ Standard SCDOT Form, required by SCDOT if tying into their road system}*
8. **Drainage Calculations** *[If Applicable] {Supporting Technical Documentation}*
9. **Storm Water Pollution Prevention Plan (Level 1)** *{Plan or Manual Format, Required by EPA}*

Projects (1-10 acres)

- **Required by Richland County**
 1. **2 - Full-Size Complete Sets of Engineering Drawings** 24" x 36"
 2. **1 - Reduced Complete Set of Engineering Drawings** 11" x 17"
- **Required by others**
 3. **Notice of Intent Form (DHEC)** *(Has to be prepared by a P.E) .{2-Page Standard DHEC Form}*
 4. **Copy of the Richland County Plan Review Checklist** *{7-Page Standard Form that's required by SCDHEC to show what is applicable and not applicable to your project}*
 5. **Permanent Storm Water Maintenance Agreement** *1-Page Standard DHEC Form}*
 6. **Project Narrative** *{1-Page Requirement}*
 7. **Copy of SCDOT Encroachment Permit Application** *[If Applicable]{ Standard SCDOT Form, required by SCDOT if tying into their road system}*
 8. **Drainage Calculations** *{Supporting Technical Documentation}*
 9. **Storm Water Pollution Prevention Plan (Level 2)** *{Manual Format, Required by EPA}*

Projects (10+ acres)

- **Required by Richland County**
 1. **2 - Full-Size Complete Sets of Engineering Drawings** 24" x 36"
 2. **1 - Reduced Complete Set of Engineering Drawings** 11" x 17"
- **Required by others**
 3. **Notice of Intent Form (DHEC)** *(Has to be prepared by a P.E) .{2-Page Standard DHEC Form}*
 4. **Copy of the Richland County Plan Review Checklist** *{7-Page Standard Form that's required by SCDHEC to show what is applicable and not applicable to your project}*

5. **Permanent Storm Water Maintenance Agreement***{1-Page Standard DHEC Form}*
6. **Project Narrative** *{1-Page Requirement}*
7. **Copy of SCDOT Encroachment Permit Application** *[If Applicable] { Standard SCDOT Form, required by SCDOT if tying into their road system}*
8. **Drainage Calculations** *{Supporting Technical Documentation}*
9. **Storm Water Pollution Prevention Plan (Level 2)** *{Manual Format, Required by EPA}*

Memo

To: Sparty Hammett, Assistant County Administrator
CC: Anna Almeida, Deputy Planning Director
From: Geonard H. Price, Zoning Administrator
Date: 16 February 2010
Re: Architectural and Engineering Requirements

The request to determine unnecessary fees is targeted primarily towards land development permits. Staff has determined the fee structure associated with plan submittals should remain as is.

The major cost to applicants comes from the requirement of having plans prepared by a professional (i.e., engineer, surveyor, or architect). The Land Development Code (LDC) provides that minor land development plans must be drawn to scale, but are not required to be prepared by a professional. The determination that the plans must be professionally prepared would come from another department (such as Public Works).

As for major land developments, the plans are required by the LDC to be professionally prepared. It is staff's contention that due to the complex nature of the projects that would fall under this category, professional preparation of plans is required.

Richland County Council Request of Action

Subject

Sease Road [pages 54 - 67]

Reviews



RICHLAND COUNTY

Department of Public Works

C. Laney Talbert Center

400 Powell Road

Columbia, South Carolina 29203

Voice: (803) 576-2400 Facsimile (803) 576-2499

<http://www.richlandonline.com/departments/publicworks/index.asp>



MEMO

To: Assistant Administrator Sparty Hammett
Fr: PW Director David Hoops
Re: Sease Road extension/improvement project update

Date: May 17, 2010

The result of several meetings with the Town of Irmo was the town's proposal to take responsibility for the improvements necessary on Broad River Road (March 3, 2010 letter). This leaves Richland County responsible for the Sease Road improvements including construction of a railroad crossing. To have the most accurate information possible I have requested updated cost estimates from our consultant and from CSX. Attached please find the revised preliminary cost estimate for the roadway construction and force account estimate from CSX

Estimated Project Cost:

Right of way (paid)	\$ 28,289
Engineering (paid)	\$ 25,744
Engineering (to complete)	\$ 18,985
Sease Road Construction	\$ 298,638
CSX Crossing	\$ 318,984
Contingencies (10% of const.)	\$ <u>69,064</u>

Total Estimated Project Cost \$ 759,704

Quantity Estimates

12-Mar-10

RICHLAND COUNTY SEASE ROAD
 BASED ON PRELIMINARY CONSTRUCTION - 3/12/2010

File or Pin Number

Total Contract Amount

Length of project in Miles or km:
 0.626

\$298,638.00

Units of Measurement in (English or Metric):
 English

This is a Preliminary study to estimate the cost for the Sease Road
 Project ONLY (does not include US 76/176)

Item Number	Description	FINAL PLAN QUANTITY	Unit	Price	Amount
1031000	MOBILIZATION	1.000	LS	\$8,000.00	\$8,000.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	1.000	EA	\$5,000.00	\$5,000.00
1071000	TRAFFIC CONTROL	1.000	LS	\$3,000.00	\$3,000.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	1.000	LS	\$15,000.00	\$15,000.00
2024100	REMOVAL & DISPOSAL OF EXISTING CURB	110.000	LF	\$12.00	\$1,320.00
2031000	UNCLASSIFIED EXCAVATION	1563.000	CY	\$6.00	\$9,378.00
2033000	BORROW EXCAVATION	4385.000	CY	\$8.00	\$35,080.00
2081001	FINE GRADING	5100.000	SY	\$1.50	\$7,650.00
2103000	FLOWABLE FILL	10.000	CY	\$120.00	\$1,200.00
3050106	GRADED AGGREGATE BASE COURSE (6" UNIFORM)	5550.000	SY	\$7.50	\$41,625.00
3069900	MAINTENANCE STONE	50.000	TON	\$35.00	\$1,750.00
4011004	LIQUID ASPHALT BINDER PG64-22	20.000	TON	\$475.00	\$9,500.00
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	20.000	SY	\$3.00	\$60.00
4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	520.000	TON	\$55.00	\$28,600.00
4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B	400.000	TON	\$54.00	\$21,600.00
6041200	BARRICADE - TYPE 3	36.000	LF	\$35.00	\$1,260.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	392.000	SF	\$7.50	\$2,940.00
6250005	4" WHITE BROKEN LINES (GAPS EXCLUDED)-FAST DRY PAINT	120.000	LF	\$0.35	\$42.00
6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES)-FAST DRY PAINT	70.000	LF	\$6.00	\$420.00
6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT)-FAST DRY PAINT	6.000	EA	\$60.00	\$360.00
6250045	RAILROAD CROSSING SYMBOLS - FAST DRY PAINT	2.000	EA	\$100.00	\$200.00
6260105	4" YELLOW BROKEN LINES(GAPS EXC) - FAST DRY PAINT	100.000	LF	\$0.35	\$35.00
6260110	4"YELLOW SOLID LINE(PVT EDGE&NO PASSING ZONE)-FAST DRY PAINT	3140.000	LF	\$0.30	\$942.00
6271005	4" WHITE BROKEN LINES(GAPS EXCL.)THERMOPLASTIC- 90 MIL	120.000	LF	\$0.35	\$42.00
6271025	24" WHITE SOLID LINES (STOP/DIAG LINES)-THERMO-125 MIL	70.000	LF	\$3.90	\$273.00
6271030	WHITE SINGLE ARROWS (LT, STRGHT, RT) THERMO-125 MIL	6.000	EA	\$75.00	\$450.00
6271045	RAILROAD CROSSING SYMBOLS - THERMOPLASTIC - 125 MIL	2.000	EA	\$150.00	\$300.00
6271064	4" YELLOW BROKEN LINES(GAPS EXC)THERMOPLASTIC - 90 MIL	100.000	LF	\$0.35	\$35.00
6271074	4" YELLOW SOLID LINES(PVT EDGE LINES) THERMO-90 MIL	3140.000	LF	\$0.35	\$1,099.00
6300005	PERMANENT CLEAR PAVEMENT MARKERS- MONO-DIR.- 4"X4"	6.000	EA	\$4.50	\$27.00
6301005	PERMANENT YELLOW PAVEMENT MARKERS MONO-DIR.- 4"X4"	10.000	EA	\$4.50	\$45.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS BI-DIR.- 4"X4"	60.000	EA	\$4.50	\$270.00
6510105	FLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN	36.500	SF	\$25.00	\$912.50
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	74.000	LF	\$10.00	\$740.00
7141113	18" RC PIPE CUL-CLASS III	484.000	LF	\$30.00	\$14,520.00
7141116	36" RC PIPE CUL-CLASS III	96.000	LF	\$70.00	\$6,720.00
7203130	CONCRETE CURB AND GUTTER(1'-6" OGEE)	2300.000	LF	\$13.00	\$29,900.00
8041020	RIP-RAP (CLASS B)	23.000	TON	\$65.00	\$1,495.00
8048210	GEOTEXTILE FOR EROSION CONTROL UNDER RIPRAP(CLASS 2)TYPE C	70.000	SY	\$3.50	\$245.00
8051100	STEEL BEAM GUARDRAIL	300.000	LF	\$20.00	\$6,000.00
8052300	END TERMINAL - TYPE T	4.000	EA	\$2,200.00	\$8,800.00
8071000	RESET FENCE	24.000	LF	\$6.00	\$144.00
8072000	RESET CHAIN-LINK FENCE	300.000	LF	\$8.00	\$2,400.00
8100100	PERMANENT COVER	0.650	ACRE	\$1,100.00	\$715.00
8100200	TEMPORARY COVER	0.325	ACRE	\$800.00	\$260.00
8101110	STRAW OR HAY MULCH WITH TACKIFIER	0.350	ACRE	\$950.00	\$332.50
8101120	STABILIZED MULCH MATRIX (SMM)	0.300	ACRE	\$1,100.00	\$330.00
8104005	FERTILIZER (NITROGEN)	33.000	LB	\$2.00	\$66.00
8104010	FERTILIZER (PHOSPHORIC ACID)	33.000	LB	\$1.50	\$49.50
8104015	FERTILIZER (POTASH)	33.000	LB	\$1.50	\$49.50
8105005	AGRICULTURAL GRANULAR LIME	650.000	LB	\$0.45	\$292.50
8109050	WATERING	54300.000	GAL	\$0.07	\$3,801.00
8109901	MOWING	0.650	ACRE	\$250.00	\$162.50
8151111	TEMPORARY EROSION CONTROL BLANKET (CLASS A)	0.100	MSY	\$1,400.00	\$140.00
8152007	SEDIMENT TUBE	50.000	LF	\$10.00	\$500.00
8153000	SILT FENCE	750.000	LF	\$2.50	\$1,875.00
8153090	REPLACE/REPAIR SILT FENCE	200.000	LF	\$2.00	\$400.00

Quantity Estimates

12-Mar-10

RICHLAND COUNTY SEASE ROAD
BASED ON PRELIMINARY CONSTRUCTION - 3/12/2010

File or Pin Number

Total Contract Amount

\$298,638.00

Length of project in Miles or km:

0.626

Units of Measurement in (English or Metric):

English

This is a Preliminary study to estimate the cost for the Sease Road Project ONLY (does not include US 76/176)

Items Number	Description	FINAL PLAN QUANTITY	Unit	Price	Amount
8154000	SILT BASINS	10.000	CY	\$9.50	\$95.00
8154010	CLEANING SILT BASINS	20.000	CY	\$4.50	\$90.00
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	200.000	LF	\$2.00	\$400.00
8156405	AGGREGATE NO.5 FOR EROSION CONTROL (6" UNIFORM)	20.000	SY	\$20.00	\$400.00
8156490	STABILIZED CONSTRUCTION ENTRANCE	20.000	SY	\$15.00	\$300.00
9800000	TYPE "A" CATCH BASIN	10.000	EA	\$1,900.00	\$19,000.00

Total = **\$298,638.00**

TOTAL ESTIMATED COST DOES NOT INCLUDE CONTINGENCIES, R/W ACQUISITION, AND UTILITY RELOCATION.

ESTIMATED PROJECT COSTS
SUMMARY

PROJECT INCLUDES: RICHLAND COUNTY		
Sease Rd. Paving Project		
NOTE: THIS PROPOSAL IS FOR F&H TO FINISH THE SEASE ROAD PLANS ONLY (DOES NOT INCLUDE THE WIDENING OF US 76/176)		
PHASE I	Surveys & Utility Updates	
	Sease Road Paving Project	\$2,519.05
	TOTAL	\$2,519.05
PHASE II	Erosion Control Design and Plan Development	
	Sease Road Paving Project	\$4,696.50
	TOTAL	\$4,696.50
PHASE III	Plan Revisions (Typicals, quantities, plan revisions, standard drawing updates)	
	Sease Road Paving Project	\$6,779.66
	TOTAL	\$6,779.66
PHASE III	Permit Application and Construction Inspection	
	Sease Road Paving Project	\$4,990.08
	TOTAL	\$4,990.08
PROJECT TOTAL		\$18,985.29

FLORENCE & HUTCHESON, INC.

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - SC0043

ESTIMATE SUBJECT TO REVISION AFTER: 10/25/2010 DOT NO.: TBD
 CITY: Irmo COUNTY: Richland STATE: SC
 DESCRIPTION: New grade crossing with automatic traffic control devices for extension of Sease Road at CSXT.
 DIVISION: Florence SUB-DIV: C N and L MILE POST: C 12.40
 AGENCY PROJECT NUMBER: 8.T690401 (R-2559C)

PRELIMINARY ENGINEERING:

200 Labor (Non Contract)		\$	2,700
200 Additive	31.34%	\$	846
230 Expenses		\$	470
212 Contracted & Administrative Engineering Services		\$	33,123
Subtotal		\$	37,139

CONSTRUCTION ENGINEERING/INSPECTION:

200 Labor (Non Contract)		\$	540
200 Additive	31.34%	\$	169
230 Expenses		\$	94
212 Contracted & Administrative Engineering Services		\$	4,870
Subtotal		\$	5,673

FLAGGING SERVICE: (Contract Labor)

070 Labor (Conductor-Flagman)		\$	-
050 Labor (Foreman/Inspector)		\$	5,040
070 Additive	131.93% (Transportation Department)	\$	-
050 Additive	153.46% (Engineering Department)	\$	7,734
230 Per Diem	(Engineering Department)	\$	1,125
230 Expenses		\$	-
Subtotal		\$	13,899

SIGNAL & COMMUNICATIONS WORK: (Details Attached) \$ 157,452

TRACK WORK: (Details Attached) \$ 66,464

ACCOUNTING & BILLING:

040 Labor		\$	3,600
040 Additive	159.92%	\$	5,757
Subtotal		\$	9,357

PROJECT SUBTOTAL

900 <u>CONTINGENCIES:</u>	10.00%	\$	28,995
		\$	28,999

GRAND TOTAL *** \$ 318,984**

DIVISION OF COST:

Agency	100.00%	\$	318,984
Railroad		\$	-
TOTAL *****		\$	318,984

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by:

DATE: 4/28/2010

J. Schofield, ARCADIS

REVISED:

Approved by:

DATE:

CSXT Public Project Group

Form Revised 03-02-2010-LLS

Project Summary Sheet

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

Page 1 of 3

ACCT. CODE : 709 - SC0043
Pub EB - SC EB3 (SC)

ESTIMATE SUBJECT TO REVISION AFTER:	10/25/2010	DOT NO.: TBD
CITY: Irmo	COUNTY: Richland	STATE: SC
DESCRIPTION: New grade crossing with automatic traffic control devices for extension of Sease Road at CSXT.		
DIVISION: Florence	SUB-DIV: C N and L	MILEPOST: C 12.40
DRAWING NO.: _____	DRAWING DATE: _____	
AGENCY PROJECT NUMBER: 8.T690401 (R-2559C)		

<u>PRELIMINARY ENGINEERING:</u>						
200	Labor (Non Contract)		10 Days @	\$ 270.00	\$	2,700
200	Additive	31.34%			\$	846
230	Expenses				\$	470
212	Contracted & Administrative Engineering Services				\$	33,123
	Subtotal				\$	37,139
<u>CONSTRUCTION ENGINEERING/INSPECTION:</u>						
200	Labor (Non Contract)		2 Days @	\$ 270.00	\$	540
200	Additive	31.34%			\$	169
230	Expenses				\$	94
212	Contracted & Administrative Engineering Services				\$	4,870
	Subtotal				\$	5,673
<u>FLAGGING SERVICE: (Contract Labor)</u>						
70	Labor (Conductor-Flagman)		0 Days @	\$ 350.00	\$	-
50	Labor (Foreman/Inspector)		15 Days @	\$ 336.00	\$	5,040
70	Additive	131.93% (Transportation Department)			\$	-
50	Additive	153.46% (Engineering Department)			\$	7,734
230	Expenses	(Engineering Department)	15 Days @	\$ 75.00	\$	1,125
230	Expenses	(Transportation Department)	0 Days @	\$ 45.00	\$	-
	Subtotal				\$	13,899
<u>COMMUNICATIONS WORK:</u>						
	Temporary (Details Attached)				\$	-
	Permanent (Details Attached)				\$	-
	Subtotal				\$	-
<u>TRACK: LABOR</u>						
50	Traffic Control		0 MAN-HRS	\$ 24.00	\$	-
50	Remove Existing Crossing		56 MAN-HRS	\$ 24.00	\$	1,344
50	Renew Cross Ties		0 MAN-HRS	\$ 24.00	\$	-
50	Renew Rail		0 MAN-HRS	\$ 24.00	\$	-
50	Install OTM		0 MAN-HRS	\$ 24.00	\$	-
50	Install Field Welds		32 MAN-HRS	\$ 24.00	\$	768
50	Install Geo-Textile Fabric		0 MAN-HRS	\$ 24.00	\$	-
50	Install Sub-Drains		0 MAN-HRS	\$ 24.00	\$	-
50	Install Ballast		0 MAN-HRS	\$ 24.00	\$	-
50	Line and Surface		64 MAN-HRS	\$ 24.00	\$	1,536
50	Install Crossing Materials		70 MAN-HRS	\$ 24.00	\$	1,680
50	Install Bituminous Pavement		0 MAN-HRS	\$ 24.00	\$	-
50	Material Delivery		48 MAN-HRS	\$ 24.00	\$	1,152
50	Build Track Panel		112 MAN-HRS	\$ 24.00	\$	2,688
50	Install Panel		70 MAN-HRS	\$ 24.00	\$	1,680

Force Account Worksheet

Item# 7

Attachment number 1
Page 6 of 14

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

Page 2 of 3

ACCT. CODE : 709 - SC0043
Pub EB - SC EB3 (SC)

50	Clean-Up		48	MAN-HRS	\$ 24.00	\$	1,152
50	Additive	153.46%				\$	18,415
230	Per Diem		50	MAN-DAY	\$ 90.00	\$	4,500
	Subtotal					\$	34,915
	<u>TRACK: MATERIAL</u>						
220	Cross Ties, Main Line		54	EA	\$ 39.00	\$	2,106
220	Cross tie - pre-plated		0	EA	\$ 83.50	\$	-
220	Cross-tie - Borate		0	EA	\$ 56.00	\$	-
220	Crossties, 10' Length		0	EA	\$ 46.00	\$	-
220	Tie plates		108	EA	\$ 10.51	\$	1,135
220	Rail, 136RE, New		160	LF	\$ 21.00	\$	3,360
220	Misc. OTM		1	LOT	\$ -	\$	-
210	Geo-Textile Fabric		0.5	RL	\$ 930.00	\$	465
210	Sub-Drains		160	LF	\$ 6.00	\$	960
220	Ballast - Car load		0	NT	\$ 12.00	\$	-
220	Ballast - Trucked in		50	NT	\$ 45.00	\$	2,250
220	Field Welds		4	EA	\$ 100.00	\$	400
			0		\$ -	\$	-
			0		\$ -	\$	-
210	Concrete Full Width		0	TF	\$ 250.00	\$	-
210	Concrete/Rubber Xing (CSX)		0	TF	\$ 200.00	\$	-
210	Rubber Crossing, Full Depth		0	TF	\$ 325.00	\$	-
210	Timber/Asphalt Crossing (CSX Standard)		105	TF	\$ 42.00	\$	4,410
210	Bituminous Material		0	NT		\$	-
210	Sales Tax on Material	7.00%				\$	1,056
210	Material Handling	5.00%				\$	754
	Subtotal					\$	16,896
	<u>CONTRACT:</u>						
215	Asphalt Paving (In Place)		18	NT	\$ 160.00	\$	2,880
241	Disposal of Waste Materials		0	TF	\$ 15.00	\$	-
215	Maintenance of Traffic		0	DAY	\$ 350.00	\$	-
	Subtotal					\$	2,880
241	<u>EQUIPMENT RENTAL:</u>						
	Subtotal					\$	12,000
50	<u>WORK TRAIN:</u>						
	Subtotal		0	DAY	\$ 2,100.00	\$	-
	<u>SALVAGE:</u>						
228	Rail		3.5	NT	\$ 65.00	\$	(228)
228	OTM		0	NT	\$ 75.00	\$	-
	Subtotal					\$	(228)
	<u>SIGNAL WORK:</u>						
210	Material - Field & Consumables					\$	-
210	Material - Sales Tax					\$	-
220	Material - Shop					\$	-
60	Construction Labor					\$	-
65	Shop Labor					\$	-
230	Per Diem					\$	-
200	RR Engineering,Preliminary					\$	-

Force Account Worksheet

Item# 7

Attachment number 1
Page 7 of 14

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - SC0043
Pub EB - SC EB3 (SC)

200	RR Engineering,Construction		\$	-
60	Additives to Construction Labor		\$	-
65	Additives to Shop Labor		\$	-
200	Additives to Engineering		\$	-
241	Equipment Expense		\$	-
241	Waste Management		\$	-
212	Contract Engineering		\$	-
211	Freight		\$	-
216	AC Power Service		\$	-
228	Salvage		\$	-
900	Other		\$	157,452
	Subtotal		\$	157,452

ACCOUNTING & BILLING:

40	Labor		18 Days @ \$ 200.00	\$	3,600
40	Additive	159.92%		\$	5,757
	Subtotal			\$	9,357

PROJECT SUBTOTAL:

900	<u>CONTINGENCIES:</u>	10.00%		\$	289,985
				\$	28,999

GRAND TOTAL ***** \$ 318,984

DIVISION OF COST:

Agency	<u>100.00%</u>	\$	318,984
Railroad	<u>0.00%</u>	\$	-
TOTAL *****		\$	318,984

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Assistant Chief Engineer Public Projects—Jacksonville, Florida

Estimated prepared by: J. Schofield, ARCADIS

Approved by:

CSXT Public Project Group

DATE: 4/28/2010

REVISED:

DATE:

Form Revised 03-02-2010-LLS

Estimate No. 116927
CSX Transportation

Sease Rd. - Installation of automatic warning devices (FLS&Gs) to accommodate the proposed extension of Sease Road across the track (reference SC2000012 for p

Irmo, SC

DOT: 927705E

OP: SC0043

CSX Project: SC2008045

Summary

Material	\$ 53,061
Sales Tax	\$ 3,184
Labor:	
Construction Labor (74 man-days).....	\$ 19,756
Shop Labor (5 man-days).....	\$ 800
Subsistence (74 man-days).....	\$ 7,770
Railroad Engineering, Preliminary	\$ 3,971
Railroad Engineering, Construction	\$ 2,963
Additives to Construction Labor	\$ 21,726
Additives to Shop Labor	\$ 997
Additives to Engineering	\$ 2,822
Equipment Expenses (19 work days).....	\$ 12,350
Waste Management (16 work days).....	\$ 192
Contract Engineering	\$ 11,799
Freight	\$ 3,600
Poleline Removal	\$ 0
AC Power Service	\$ 2,500
Salvage	\$ -1
Previous Engineering	\$ 9,963
(survey , design, and design review)	
<hr/>	
TOTAL ESTIMATE COST	\$ 157,452

Date: 04/21/2010

Estimated By: Scott Elliott

NOTE: This estimate should be considered void one year from date of estimate.

**Shop Material List for CSX Project: SC2008045 (Effective: 04/21/2010)
Installation of Automatically Controlled Flashing Lights & Gates
Irmo, SC - C 12.51**

Catalog Num	Cond	Unit Price	Qty	Cost	Description
020-0003401	1	8480.00	1	8480.00	HOUSE 8X8L ALUM INCLUDES 7 SHELFS, FARADAY CLOSET, 240V
020-0017120	1	11.33	8	90.64	BLOCK TERMINAL 12 POST SINGLE STRIP AAR 14.1.6 WITH 1 AAR
020-0017209	1	264.32	1	264.32	TRANSFORMER 010520-20X LIGHT 300 VA MOD SLT-20 SAFETRAN
020-0017311	1	23.52	4	94.08	RESISTOR ADJUSTABLE 0.035 TO 1.50 OHMS SLIDE TYPE AAR
020-0021965	1	8.96	1	8.96	EXTRACTOR DWG 59688-4 TERMINAL GRS CAT P3-308 REF
020-0022651	1	49.01	5	245.05	PLUGBOARD KIT TYPE B1 OR ST1 RELAY ASSEMBLY WITH 12 EACH
020-0022701	1	68.00	24	1632.00	ARRESTER LPC 15012-1 0-30V DC OR 0-24V AC RATED AT 15 AMP
020-0025595	1	20.72	1	20.72	WRENCH DWG 55393-3 GR1 "E" TERMINAL POST NUT GRS CAT
020-0053360	1	406.56	3	1219.68	CHARGER BATTERY ELC 12/20 S 20 AMP 10-19.9 VDC ROTARY SW
020-0660075	1	442.18	1	442.18	ARRESTER GE 9L10KAA212 FOR APPLICATION ON 120 VOLT
020-0750090	1	0.08	3	0.24	NUT INSULATED USE ON AAR BINDING POST TERMINAL FOR
020-0770060	1	13.44	4	53.76	ARRESTER US&S N451552-0201 TRACK SERIES RED LABEL USGA
020-1940055	1	14.22	1	14.22	CONTAINER CIRCUIT PRINT 24" SCHEDULE 20 4" PVC PIPE WITH
020-2552460	1	7539.03	1	7539.03	DETECTOR HARMON 300608-200 PMD-3R SYSTEM W/8KHZ RSI AND
020-3430110	1	311.00	1	311.00	RELAY SAFETRAN 400004 500 OHMS CONTACTS 4FB-2F-1B CSX
020-3430115	1	318.53	1	318.53	RELAY SAFETRAN 400005 500 OHMS CONTACTS 4FB HEAVY DUTY
020-3430135	1	362.64	1	362.64	RELAY SAFETRAN 400213 460 OHMS CONTACTS 2FB CSX
020-3430170	1	318.53	1	318.53	RELAY SAFETRAN 400800-CSX 100/100 OHMS CONTACTS 6FB
020-3430185	1	313.63	1	313.63	RELAY SAFETRAN 400700-X 60 OHMS CONTACTS 4FB CSX
020-4200100	1	6.04	3	18.12	CONNECTOR BUS 1" CENTERS 1/2" X 36" 18 GAGE PUNCHED 1/4" X
020-4200340	1	1.65	4	6.60	LINK TEST ASSEMBLY 1" CENTERS COMPLETE WITH INSULATED
020-4200360	1	4.48	9	40.32	LINK TEST ASSEMBLY 2-3/8" CENTERS COMPLETE WITH CENTER
020-8000067	1	14.61	2	29.22	LOCK AMERICAN H10SIGRA CSX SIGNAL PADLOCK WITH BLACK
020-8100034	1	2503.80	1	2503.80	RECORDER EVENT HARMON HAWK ASSEMBLY COMPLETE WITH
Total Cost: \$				24,327.27	

**Field Material List for CSX Project: SC2008045 (Effective: 04/21/2010)
Installation of Automatically Controlled Flashing Lights & Gates
Irmo, SC - C 12.51**

Catalog Num	Cond	Unit Price	Qty	Cost	Description
020-0013686	1	40.43	1	40.43	BOOTLEG KIT CSX RAIL CONN W/15 FT 3/16 IN BDSTRAND 6/64
020-0013908	1	6.41	350	2243.50	CABLE UG COMPOSITE 19 CONDUCTOR INCLUDES 13
020-0025145	1	320.49	2	640.98	SHUNT ENCLOSURE INTERRAIL P/N IRS-SE8A WAYSIDE MOUNT
020-0052475	1	11.20	4	44.80	ARM EXTENSION 10-1/2" ALUM WITH 3/8" DIAMETER MOUNTING
020-0053245	1	1.43	150	214.50	CABLE UG 3 COND NO 9 AWG SOLID C CSX SPEC SS796 SHOW
020-0054075	1	988.90	2	1977.80	GATE GARD NORMAL MOVEMENT COMPLETE WITH SHEAR PIN AND
020-0055421	1	18.61	6	111.66	BRACKET SIGN 4" OR 5" MAST W/1/2" U-BOLT FOR ALL SIGNS
020-0056678	1	5039.31	2	10078.62	SIGNAL 0221-L GCWD GATE ASSY DWG SS222 INCLS ADJ 19 TO 28
020-0057275	1	0.96	350	336.00	WIRE UG TRACK TWISTED PAIR NO. 6 AWG SOLID CONDUCTOR
020-1040322	1	162.40	20	3248.00	BATTERY SAFT SPL165, 165 AH POCKET PLATE NICKEL CADMIUM
020-1040324	1	229.88	9	2068.92	BATTERY SAFT SPL250, 250 AH POCKET PLATE NICKEL CADMIUM
020-1040540	1	31.36	1	31.36	TRAY BATTERY FIBER CO 82687-1-P 12" WIDTH 24" LONG
020-1040550	1	45.92	2	91.84	TRAY BATTERY FIBER CO 82687-3-P 12" WIDTH 38"
020-1360014	1	763.02	1	763.02	PACKAGE FOREMANS CARE FOR ALUMINUM TYPICAL BOM FOR USE
020-1360016	1	21.18	1	21.18	PACKAGE SAFETY & SECURMENT WITH 1 EA CAUTION TAG 1 EA
020-1360103	1	1376.43	1	1376.43	LAYOUT METER SERVICE WITH 25' POLE CSX DWG SS351 SH 2 ITEMS
020-1710045	1	1.88	200	376.00	CONDUIT SDR 13.5 4" POLYETHYLENE TRENCHLESS
020-2060072	1	750.00	2	1500.00	FOUNDATION HELICAL SCREW-IN ASSEMBLY 7" X 10", USED FOR
020-2531285	1	265.93	2	531.86	SHUNT HARMON 250250-326 NBS-1-10 326HZ 10 FT LEADS
020-3901895	1	92.68	2	185.36	TIP FLEX HWY CROSSING GATE 24 IN LONG RED & WHITE STRIPES
020-3920200	1	154.79	1	154.79	BELL GCWD ELECTRONIC 4" OR 5" MAST 8 TO 13 VOLTS DC GSI PN
020-3930010	1	3.70	2	7.40	KIT GATE ARM WARNING STICKER KIT INCLUDES 1-EA 5"X3"
020-4200340	1	1.65	26	42.90	LINK TEST ASSEMBLY 1" CENTERS COMPLETE WITH INSULATED
020-4200900	1	0.27	6	1.62	CONNECTOR SHEATHING AMP 329860 FOR NO. 14 WIRE
020-9999991	1	100.00	1	100.00	BLOCKING AND BRACING FOR PROJECTS BURCO DIST

Field Material List for CSX Project: SC2008045 (Effective: 04/21/2010)
Installation of Automatically Controlled Flashing Lights & Gates
Irmo, SC - C 12.51

Catalog Num	Cond	Unit Price	Qty	Cost Description
360-0006100	1	35.07	1	35.07 STOOL STEP WOOD 14"X 20" SIGNAL MAINTAINERS CSXT
360-0800145	1	4.55	1	4.55 BROOM WAREHOUSE CORN HVY DUTY ID300
Total Cost: \$				26,228.59

**Consumables List for CSX Project: SC2008045 (Effective: 04/21/2010)
Installation of Automatically Controlled Flashing Lights & Gates
Irmo, SC - C 12.51**

Catalog Num	Cond	Unit Price	Qty	Cost Description
N/A		50.00	20	1000.00 FILL MATERIAL, 1 CUBIC YARD
N/A		800.00	1	800.00 WALKWAY ROCK, 10 CUBIC YARDS
020-0017605	1	0.26	350	91.00 WIRE CASE 10 AWG FLEX CSX SPEC SS796 OKONITE
020-0017607	1	0.58	500	290.00 WIRE CASE TW PR NO 10 AWG FLEX CSX SPEC SS796 TWIST 2
020-0017625	1	0.38	150	57.00 WIRE CASE TW PR NO 14 AWG FLEX CSX SPEC SS796 TWIST 2
020-0017630	1	0.12	200	24.00 WIRE CASE NO 16 AWG FLEX CSX SPEC SS796 FURN 1000 FT SPOOL
020-0017635	1	0.80	130	104.00 WIRE SIGNAL DEL 018 NO 6 COPPER STRANDED SINGLE
020-0028610	1	0.22	100	22.00 TERMINAL RING AMP 35628 YELLOW PLASTI-BOND HVY DUTY
020-3261970	1	9.41	2	18.82 DECAL ASSY 2" BLACK PRESSURE SENSITIVE VINYL PRE-MASKED
020-4200880	1	0.53	2	1.06 CONNECTOR TERMINAL 2-3/8" CENTERS AAR 14.1.15-4 NICKEL
020-4200892	1	0.44	27	11.88 CONNECTOR TERMINAL 1" CENTERS AAR 14.1.15-3 NICKEL PLATED
020-4251190	1	0.13	120	15.60 TERMINAL RING AMP 35627 BLACK PLASTI-BOND WIRE SIZE 10-12
020-4251290	1	0.49	30	14.70 TERMINAL WIRE AMP 322051 BLUE WIRE SIZE NO 6 AWG 1/4" STUD
020-4251295	1	0.49	6	2.94 TERMINAL WIRE AMP 322007 BLUE WIRE SIZE NO 6 AWG 3/8" STUD
020-9999992	1	50.00	1	50.00 HOUSE, SIGNAL HANDLING CHARGE, BURCO DISTRIBUTION
450-0019212	1	0.02	100	2.00 SCREW 10 X 1" SHT METAL PAN HD TYPE A COARSE THREAD
Total Cost: \$			2,505	

ESTIMATE FOR CONSTRUCTION SERVICES



Date: **April 26, 2010**
 Location: **Irmo, SC**
 Milepost: **C 12.40**
 DOT Number: **TBD**
 Description: **Sease Rd. Extension at CSXT - new signals and surface**
 GEC Number: **NCCSXP08.0057**
 OP Number: **SC0043**

CONSTRUCTION INSPECTION:

<u>LABOR</u>	Hours	Rate	TOTAL
Program Administrator (<i>Project Administration</i>)	8	\$157.00	\$1,256.00
Senior Engineer II (<i>contractor document review</i>)	8	\$136.00	\$1,088.00
Senior Engineer I (<i>1 inspection and close out</i>)	16	\$119.00	\$1,904.00
Clerical / Administrative	4	\$68.00	\$272.00
SUBTOTAL LABOR	36		\$4,520.00

SUMMARY OF EXPENSES (NON-LABOR DIRECT COSTS)

<u>ITEM</u>	Quant.	Unit Price	TOTAL
Phone / Cell Phone / FAX			\$0.00
Postage / Shipping			\$10.00
Air Fare			\$0.00
Transportation Expenses, excluding mileage			\$0.00
Mileage @ 0.500 / mile [from Charleston, round trip] = 250.0 mi.]	500.0 mi.	0.500	\$250.00
Lodging	0.0 days		\$0.00
Per Diem - meals	2.0 days	\$15.00	\$30.00
Field Services			\$0.00
Reproduction			\$0.00
Photos and Maps			\$10.00
Permits / Licenses			\$0.00
Equipment Rental			\$0.00
Field Expenses			\$0.00
Other Expenses			\$50.00
SUBTOTAL EXPENSES			\$350.00
TOTAL ESTIMATED PROJECT FEE -----			\$4,870.00