



**RICHLAND COUNTY COUNCIL
REGULAR SESSION AGENDA**

**MAY 15, 2012
6:00 PM**

CALL TO ORDER HONORABLE KELVIN E. WASHINGTON, SR., CHAIR

INVOCATION THE HONORABLE VALERIE HUTCHINSON

PLEDGE OF ALLEGIANCE THE HONORABLE VALERIE HUTCHINSON

Presentation Of Resolutions

1. a. Resolution honoring Gail McFall [ROSE]

Approval Of Minutes

2. Regular Session: May 1, 2012 [PAGES 6-17]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

3. a. Motion to Rescind

Citizen's Input

4. For Items on the Agenda Not Requiring a Public Hearing

Report Of The County Administrator

5. a. Fire Contract Update
b. Fire and EMS
c. Community Development Home and NSP Update
d. Staff Presentation

- e. Broadcast Update

Report Of The Clerk Of Council

Report Of The Chairman

Open/Close Public Hearings

- 6. a. An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$5,000 of General Fund Undesignated Fund Balance for International Legislative Delegation
- b. An Ordinance Authorizing certain economic incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina and McEntire Produce, Inc., a corporation organized and existing under the laws of the State of South Carolina, and certain affiliates of McEntire Produce, Inc., including R. C. McEntire Trucking, Inc., a corporation organized and existing under the laws of the State of South Carolina, and McEntire Limited Partnership, a limited partnership organized and existing under the laws of the State of South Carolina pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, for a project involving an investment of not less than \$5,000,000

Approval Of Consent Items

- 7. 12-17MA
Richland County
City of Columbia
RU to GC (.086 Acres)
Garners Ferry Rd.
21800-01-09 [**THIRD READING**] [**PAGES 22-23**]
- 8. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-179, Pedestrian, Bicycle, and Transit Amenities; Subsection (A), Sidewalks and Other Pedestrian Amenities; Paragraph (4), Exemptions; so as to add the Public Works Department as an entity that can deny sidewalks within their right-of-way [**THIRD READING**] [**PAGES 24-26**]
- 9. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-99, M-1 Light Industrial District; Subsection (C), Development Standards; Paragraph (7), Parking/Loading Standards; so as to allow parking within the required setbacks [**THIRD READING**] [**PAGES 27-29**]
- 10. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (C), Standards; the requirement of a fence as this requirement is already addressed under the International Building Code [**THIRD READING**] [**PAGES 30-32**]
- 11. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land

Development; Article VII, General Development, Site, and Performance Standards; Section 26-177, Lighting Standards; Subsection (B), Standards; Paragraph (1), Requirements for All Zoning Categories and Applications; Subparagraph (H); so as to allow black poles [**THIRD READING**] [**PAGES 33-35**]

12. An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$600,000 of General Fund Undesignated Fund Balance for Workers' Compensation claims [**SECOND READING**] [**PAGES 36-39**]
13. An Ordinance Authorizing certain economic incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina and McEntire Produce, Inc., a corporation organized and existing under the laws of the State of South Carolina, and certain affiliates of McEntire Produce, Inc., including R. C. McEntire Trucking, Inc., a corporation organized and existing under the laws of the State of South Carolina, and McEntire Limited Partnership, a limited partnership organized and existing under the laws of the State of South Carolina pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, for a project involving an investment of not less than \$5,000,000 [**SECOND READING**] [**PAGES 40-69**]

Third Reading Items

14. An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$5,000 of General Fund Undesignated Fund Balance for International Legislative Delegation [**PAGES 70-72**]

Second Reading Items

15. 12-04MA
Richland County
GC to RM-MD (.64 Acres)
5225, 5229, 5235 & 5239 Ridgeway St.
09309-03-07(p)/08(p)/09(p)/10(p) [**PAGES 73-75**]

Citizen's Input

16. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

17.
 - a. Add to Sec. 4.1 of Council Rules: "No standing committees of Council shall be scheduled at the same time." [**LIVINGSTON**]
 - b. Many residents connected to City of Columbia Water are charged the same flat rate for sewer as those who have well water. Some families consist of 4 or more while others are only one person. This in itself will create a huge disparity in sewer use. In an effort to work toward a more fair pricing of utilities the following motion is being made: Determine per gallon usage rates for sewer in counties of comparable size to Richland County and then through liaison obtain water usage rates from Columbia in order to charge a more accurate sewer usage rate for those who have water meters. Those without meters will continue to pay a standard rate as

determined by Richland County. **[MALINOWSKI]**

c. Due to the continued misunderstanding between both staff of the County and City and some Council members from both sides, I move that all members of both the City and the County Councils meet to resolve the Fire Contract. (We can meet anywhere.) Reason: Staff members of both sides seem to be negotiating and adding things to the contract that both Councils did not agree to and only certain Council members are privy to. Taking one year to negotiate a contract and now seems to be running out of time is unacceptable. For this to drag out this long and each side blaming the other shows poor leadership. At the end of the day if we do not resolve this contract agreement, it will be the public who suffer. The public who we swear to protect. I made this motion some time ago and I am not sure what is happening. It is time for both Councils to meet and get it over with. Staff tried and now both Councils need to show leadership and get it done. **[JACKSON]**

d. A Resolution to the Richland County Legislative Delegation to promote local governments' ability to locate community residential care facilities, group homes, boarding houses, halfway house and similar uses consistent with State and Federal Law and the interests and character of single-family residential districts **[KENNEDY] [PAGES 77-79]**

e. I make a motion to rescind the action taken by this Council on May 1, 2012, which approved the solid waste collection contracts for service areas 2 and 6 as negotiated by County Administration and as presented in Executive Session. **[WASHINGTON]**

Adjournment



Richland County Council Request of Action

Subject

- a. Resolution honoring Gail McFall **[ROSE]**

Richland County Council Request of Action

Subject

Regular Session: May 1, 2012 [PAGES 6-17]

MINUTES OF



RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, MAY 1, 2012 6:00 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.

MEMBERS PRESENT:

Chair	Kelvin E. Washington, Sr.
Vice Chair	L. Gregory Pearce, Jr.
Member	Gwendolyn Davis Kennedy
Member	Joyce Dickerson
Member	Valerie Hutchinson
Member	Norman Jackson
Member	Damon Jeter
Member	Bill Malinowski
Member	Jim Manning
Member	Paul Livingston
Member	Seth Rose

OTHERS PRESENT – Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Stephany Snowden, Tamara King, John Hixon, Dale Welch, Tracy Hegler, Daniel Driggers, Geo Price, Andy Metts, Elizabeth McLean, Kevin Etheridge, Sara Salley, Donny Phipps, Nelson Lindsay, Malav Trivedi, Latasha Brown, Melinda Edwards, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:11 p.m.

INVOCATION

The Invocation was given by the Honorable Jim Manning

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Jim Manning

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson recognized that former Councilwoman Mildred McDuffie was in the audience.

APPROVAL OF MINUTES

Regular Session: April 17, 2012 – Mr. Livingston moved, seconded by Ms. Dickerson, to approve the minutes as distributed. The vote in favor was unanimous.

Zoning Public Hearing: April 24, 2012 – Mr. Livingston moved, seconded by Ms. Hutchinson, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

Mr. Washington stated that the CMCOG Grant Update E-Mail and recognition of the Ghana and Tanzania Delegation under the Report of the Chairman.

Mr. Jackson moved, seconded by Ms. Manning, to adopt the agenda as amended. The vote in favor was unanimous.

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

The following were potential Executive Session Items:

- a. **Solid Waste Negotiations Update**
- b. **Employee Grievances—2**

CITIZENS' INPUT

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

Update on Yard Waste Pilot Program – Mr. McDonald gave a brief update regarding the yard waste pilot program and invited other Council members to participate.

Reminder: Budget Work Session, May 3, 2012, 4:00-6:00 p.m. – Mr. Pope reminded Council of the budget work session scheduled for Thursday, May 3rd at 4:00 p.m. and stressed the importance of Council's attendance at the work sessions.

Richland 101 Graduation – Ms. Melinda Edwards recognized the graduates of Richland 101.

POINT OF PERSONAL PRIVILEGE – Mr. Jackson and Ms. Dickerson recognized their constituents that were in the audience.

Employee Grievances—2 – This item was taken up in Executive Session.

REPORT OF THE CLERK OF COUNCIL

V. C. Summer Briefing for County Officials – Ms. Onley stated that the V. C. Summer Briefing has been scheduled for May 24th, 4:30 p.m. at McCrorey Liton Elementary School, Blair, SC and requested that any Council member desiring to attend contact the Clerk's Office.

REPORT OF THE CHAIRMAN

July Meeting Schedule – Mr. Pearce moved, seconded by Ms. Dickerson, to change the July meeting schedule to hold the Regular Session meetings on July 17th and 24th and the Zoning Public Hearing meeting on July 31st. The vote in favor was unanimous.

Intergovernmental Agreement with Town of Eastover – Mr. Malinowski moved, seconded by Mr. Manning, to move forward with the Library's request. The vote in favor was unanimous.

Mr. Manning moved, seconded by Mr. Manning, to reconsider this item. The motion failed.

POINT OF PERSONAL PRIVILEGE – Mr. Manning commended the Public Information Office on the broadcasting of the Council meeting.

CMCOG Grant Update E-Mail – Mr. Washington stated that the CMCOG received a \$347,000 grant on behalf of the CMRTA for operations.

Recognition of Ghana and Tanzania Delegation – Mr. Washington recognized the Ghana and Tanzania Delegation that was in the audience.

APPROVAL OF CONSENT ITEMS

- **An Ordinance Amending the Fiscal Year 2011-2012 Lower Richland Utilities Fund Budget to appropriate \$25,000 of User Fee Revenue for additional operational and maintenance costs of the Hopkins Community Water System [SECOND READING]**
- **12-17MA, Richland County, City of Columbia, RU to GC (.086 Acres), Garners Ferry Rd. [SECOND READING]**
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance**

Standards; Section 26-179, Pedestrian, Bicycle, and Transit Amenities; Subsection (A), Sidewalks and Other Pedestrian Amenities; Paragraph (4), Exemptions; so as to add the Public Works Department as an entity that can deny sidewalks within their right-of-way [SECOND READING]

- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-99, M-1 Light Industrial District; Subsection (C), Development Standards; Paragraph (7), Parking/Loading Standards; so as to allow parking within the required setbacks [SECOND READING]**
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (C), Standards; the requirement of a fence as this requirement is already addressed under the International Building Code [SECOND READING]**
- **Resolution to designate May 2012 as Building Safety Month**
- **Extend Contract with Correct Care Solution Detention Center Medical Services**
- **Extension of Lease for the use of the Curtiss-Wright Hangar at Jim Hamilton-LB Owens Airport**
- **Lower Richland Master Plan Area cost change**
- **Preservation of Hospitality Tax fund balance**

Ms. Kennedy moved, seconded by Mr. Manning, to approve the consent items. The vote in favor was unanimous.

SECOND READING

An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$5,000 of General Fund Undesignated Fund Balance for International Legislative Delegation – Mr. Livingston moved, seconded by Ms. Dickerson, to give Second Reading approval to this item. A discussion took place.

<u>For</u>	<u>Against</u>
Rose	Malinowski
Jackson	Hutchinson
Washington	Pearce
Livingston	Manning
Dickerson	
Kennedy	
Jeter	

The vote was in favor.

12-04MA, Richland County, GC to RM-MD (.64 Acres), 5225, 5229, 5235, & 5239 Ridgeway St., 09309-03-07(p)/08(p)/09(p)/10(p) – Mr. Livingston moved, seconded by Mr. Malinowski, to defer this item until the May 15th Council meeting. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-177, Lighting Standards; Subsection (B), Standards; Paragraph (1), Requirements for all Zoning Categories and Applications; Subparagraph (H); so as to allow black poles – Mr. Livingston moved, seconded by Mr. Malinowski, to give Second Reading approval to this item. The vote in favor was unanimous.

FIRST READING

An Ordinance to raise revenue, make appropriations, and adopt a budget for Richland County, South Carolina for Fiscal Year beginning July 1, 2012 and ending June 30, 2013 [BY TITLE ONLY] – Mr. Pearce moved, seconded by Ms. Hutchinson, to give First Reading by title only to this item. The vote in favor was unanimous.

An Ordinance authorizing the levying of Ad Valorem Property Taxes, which, together with the prior year's carryover and other State levies and any additional amount appropriated by the Richland County Council prior to July 1, 2012, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2012 through June 30, 2013 [BY TITLE ONLY] – Ms. Hutchinson moved, seconded by Mr. Jackson, to give First Reading by title only to this item. The vote in favor was unanimous.

REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE

Amy Barch's Turning Leaf Project – Mr. Malinowski moved, seconded by Mr. Jackson, to approve this item. The vote in favor was unanimous.

REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$600,000 of General Fund Undesignated Fund Balance for Workers'

Compensation claims [FIRST READING] – Ms. Hutchinson moved, seconded by Ms. Dickerson, to give First Reading approval to this item. The vote in favor was unanimous.

Release of Cost and other Financial Information – Ms. Dickerson moved, seconded by Ms. Kennedy, to approve this item. The vote in favor was unanimous.

REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

Authorizing the execution and delivery of an amendment to the fee in lieu of tax and incentive agreement between Richland County, South Carolina and Mars Petcare US, Inc. and other related matters – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

An Ordinance Authorizing certain economic incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina and McEntire Produce, Inc., a corporation organized and existing under the laws of the State of South Carolina, and certain affiliates of McEntire Produce, Inc., including R. C. McEntire Trucking, Inc., a corporation organized and existing under the laws of the State of South Carolina, and McEntire Limited Partnership, a limited partnership organized and existing under the laws of the State of South Carolina pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, for a project involving an investment of not less than \$5,000,000 [FIRST READING] – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF VACANCIES

- a. **Business Service Center-2** – Mr. Malinowski stated that the committee recommended advertising for these positions. The vote in favor was unanimous.
- b. **East Richland Public Service Commission-1** – Mr. Malinowski stated that the committee recommended advertising for this position. The vote in favor was unanimous.

II. NOTIFICATION OF APPOINTMENTS

- a. **Accommodations Tax Committee-4** – Mr. Malinowski stated that the committee recommended re-advertising for these positions. The vote in favor was unanimous.
- b. **Appearance Commission-2** – Mr. Malinowski stated that the committee recommended re-advertising for these positions. The vote in favor was unanimous.

- c. **Board of Assessment Control** – Mr. Malinowski stated that the committee recommended re-advertising for these positions. The vote in favor was unanimous.
- d. **Building Codes Board of Adjustments and Appeals-3** – Mr. Malinowski stated that the committee recommended re-advertising for these positions. The vote in favor was unanimous.
- e. **Building Codes Board of Adjustments-1** – Mr. Malinowski stated that the committee recommended re-advertising for this position. The vote in favor was unanimous.
- f. **Business Service Center Appeals Board-1** – Mr. Malinowski stated that the committee recommended re-advertising for this position. The vote in favor was unanimous.
- g. **Internal Audit Committee-1** – Mr. Malinowski stated that the committee recommended re-appointing Ms. Eve McCoy. The vote in favor was unanimous.
- h. **Township Auditorium Board-2** – Mr. Malinowski stated that the committee recommended re-appointing Mr. Christopher Leevy Johnson and Mr. John Whitehead. The vote in favor was unanimous.

III. DISCUSSION FROM RULES AND APPOINTMENTS COMMITTEE

- a. **Council Member Individual Discretionary Account Motions** – This item was held in committee.
- b. **That all items currently listed at the end of the A&F and D&S Committee agendas as “Items Pending Analysis” be cleared up within 90 days. There is no reason some action should not be taken, even if it means to table it for now [MALINOWSKI]** – This item was held in committee.
- c. **All committee items being sent to full Council will not automatically be placed on the consent agenda but be listed as first reading items. The rationale is that only three persons could be present for the quorum and if all voted for the item it goes on the consent and this is only about 27% of Council [MALINOWSKI]** – This item was held in committee.
- d. **Reviewing Committee Qualifications** – This item was held in committee.

OTHER ITEMS

Report of Joint Transportation Committee:

- a. **Timeline** – Mr. Livingston stated that the committee recommended the timeline. A discussion took place.

Mr. Livingston moved, seconded by Ms. Dickerson, to call for the question. The vote in favor was unanimous.

The vote was in favor of adopting the proposed timeline.

Mr. Manning moved, seconded by Mr. Livingston, to reconsider this item. The motion failed.

Richland County Approval of CMRTA Proposed Reductions – Mr. Livingston moved, seconded by Ms. Dickerson, to support the proposed reductions. A discussion took place.

Mr. Livingston moved, seconded by Mr. Pearce, to call for the question. The vote in favor was unanimous.

The vote in favor was unanimous to support the proposed reductions.

Richland Memorial Easement – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item. The vote in favor was unanimous.

Solid Waste Negotiations Update – Mr. Malinowski moved, seconded by Ms. Hutchinson, to defer until after Executive Session. The vote in favor was unanimous.

CITIZEN'S INPUT

Ms. Aiken and Ms. Mamie Jackson spoke during Citizen's Input.

EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 8:26 p.m. and came out at approximately 9:14 p.m.
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- a. **Solid Waste Negotiations Update** – Ms. Dickerson moved, seconded by Ms. Hutchinson, to approve the Solid Waste collection contract terms for Service Areas #2 and #6 as negotiated by County Administration and as presented in Executive Session, and direct the County Administrator to incorporate those terms into a formal agreement for execution.

Mr. Washington made a substitute motion to add to Line #9—Yard Waste Methods, lose debris two roll cart equivalents. The motion died for lack of a second.

The vote was in favor of the motion to approve the Solid Waste collection contract terms for Service Areas #2 and #6.

Ms. Dickerson moved, seconded by Mr. Jackson, to reconsider this item. The motion failed.

- b. **Employee Grievances—2** – Mr. Livingston moved, seconded by Ms. Hutchinson, to accept the Administrator’s recommendations as presented.

Mr. Malinowski made a substitute motion, seconded by Mr. Jackson, to vote on the grievances individually.

<u>For</u>	<u>Against</u>
Malinowski	Rose
Jackson	Hutchinson
	Pearce
	Washington
	Livingston
	Dickerson
	Kennedy
	Manning

The motion failed.

The vote was in favor of the motion to accept the Administrator’s recommendations.

MOTION PERIOD

A motion that County Council Members be treated like all county wide elected officials. The purpose is to make sure we received the same benefits that are given to county employees and county wide elected officials. [JETER] – This item was referred to the A&F Committee.

A Resolution: The John Hardee Expressway is very important to the Midlands for future economic development. Richland and Lexington Counties have exhausted all possible funding programs to finance this project and the SCDOT has placed this program as a priority in the STIP. This is not about partisanship; it is about getting help from our congressional leaders to secure finance for the project which will bring thousands of jobs to the Midlands expanding and bringing more companies/industries to our community. I move that we ask Congressman Clyburn for help to secure the additional \$4.2 Million needed to complete the \$82 Million project. [JACKSON] -- This item was referred to the D&S Committee.

Due to the fact the current Spring Hill Master Plan is in close proximity to the county lines for Newberry and Lexington I move that the Spring Hill Master Plan be increased to include the areas of Richland County that extend to those two county lines. [MALINOWSKI] – This item was referred to the D&S Committee.

Every year Richland County pays millions of dollars for workman compensation claims. I move that administration provide the types and number of claims over the past 5 years in an effort to arrive at what claims appear to be the most repetitive and then make recommendations as to a safety program for employees that will help reduce those particular problems. [MALINOWSKI] – This item was referred to the A&F Committee.

I move that the duties and responsibilities of the Administrator be reviewed and updated. [JACKSON] – This item was referred to the Administrator's Committee.

In order to rezone property by a Council member, legal and the Planning/Zoning Office must contact the owner. If the requested zoning is a lower classification or will affect the owners plans then it must be determined if it constitutes a Taking. Criteria should be developed to determine if the existing zoning will be detrimental to the adjacent or surrounding zonings before the request is considered. [JACKSON] – This item was referred to the D&S Committee.

I move to direct staff to review the 2009 Comprehensive Plan in order to ensure consistency of zoning districts requirements with Comprehensive Plan recommendations, and to propose recommended changes, if any, to the Planning Commission at the earliest convenience. [HUTCHINSON AND MALINOWSKI] – This item was referred to the D&S Committee.

ADJOURNMENT

The meeting adjourned at approximately 9:18 p.m.

Kelvin E. Washington, Sr., Chair

L. Gregory Pearce, Jr., Vice-Chair

Gwendolyn Davis Kennedy

Joyce Dickerson

Valerie Hutchinson

Norman Jackson

Damon Jeter

Bill Malinowski

Jim Manning

Paul Livingston

Seth Rose

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

- a. Motion to Rescind

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

Subject

- a. Fire Contract Update
- b. Fire and EMS
- c. Community Development Home and NSP Update
- d. Staff Presentation
- e. Broadcast Update

Richland County Council Request of Action

Subject

a. An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$5,000 of General Fund Undesignated Fund Balance for International Legislative Delegation

b. An Ordinance Authorizing certain economic incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina and McEntire Produce, Inc., a corporation organized and existing under the laws of the State of South Carolina, and certain affiliates of McEntire Produce, Inc., including R. C. McEntire Trucking, Inc., a corporation organized and existing under the laws of the State of South Carolina, and McEntire Limited Partnership, a limited partnership organized and existing under the laws of the State of South Carolina pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, for a project involving an investment of not less than \$5,000,000

Richland County Council Request of Action

Subject

12-17MA
Richland County
City of Columbia
RU to GC (.086 Acres)
Garners Ferry Rd.
21800-01-09 **[THIRD READING] [PAGES 22-23]**

Notes

First Reading: April 24, 2012
Second Reading: May 1, 2012
Third Reading:
Public Hearing: April 24, 2012

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-12HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 21800-01-09 FROM RU (RURAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 21800-01-09 from RU (Rural District) zoning to GC (General Commercial District) zoning.

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 _____, 2012.

RICHLAND COUNTY COUNCIL

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

Attest this _____ day of _____, 2012.

Michelle M. Onley
Clerk of Council

Public Hearing: April 24, 2012
First Reading: April 24, 2012
Second Reading: May 1, 2012 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-179, Pedestrian, Bicycle, and Transit Amenities; Subsection (A), Sidewalks and Other Pedestrian Amenities; Paragraph (4), Exemptions; so as to add the Public Works Department as an entity that can deny sidewalks within their right-of-way **[THIRD READING] [PAGES 24-26]**

Notes

First Reading: April 24, 2012
Second Reading: May 1, 2012
Third Reading:
Public Hearing: April 24, 2012

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-12HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE VII, GENERAL DEVELOPMENT, SITE, AND PERFORMANCE STANDARDS; SECTION 26-179, PEDESTRIAN, BICYCLE, AND TRANSIT AMENITIES; SUBSECTION (A), SIDEWALKS AND OTHER PEDESTRIAN AMENITIES; PARAGRAPH (4), EXEMPTIONS; SO AS TO ADD THE PUBLIC WORKS DEPARTMENT AS AN ENTITY THAT CAN DENY SIDEWALKS WITHIN THEIR RIGHT-OF-WAY.

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 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-179, Pedestrian, Bicycle, and Transit Amenities; Subsection (a), Sidewalks and Other Pedestrian Amenities; Paragraph (4), Exemptions; is hereby amended to read as follows:

- (4) *Exemptions.* If the South Carolina Department of Transportation (SCDOT) or the Richland County Public Works Department denies sidewalks within their right-of-way due to the lack of connectivity, a written determination letter must be received by the Planning Department prior to the approval of preliminary plans or major land development. Any unusual existing site conditions that would create a safety hazard should also be identified by the engineer of record during the preliminary plan submittal. The County Engineer, in conjunction with the Planning Director, will make a final determination of exemption from the sidewalk requirement.

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 _____, 2012.

RICHLAND COUNTY COUNCIL

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

ATTEST THIS THE ____ DAY

OF _____, 2012

Michelle M. Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: April 24, 2012
First Reading: April 24, 2012
Second Reading: May 1, 2012 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-99, M-1 Light Industrial District; Subsection (C), Development Standards; Paragraph (7), Parking/Loading Standards; so as to allow parking within the required setbacks **[THIRD READING] [PAGES 27-29]**

Notes

First Reading: April 24, 2012
Second Reading: May 1, 2012
Third Reading:
Public Hearing: April 24, 2012

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-12HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE V, ZONING DISTRICTS AND DISTRICT STANDARDS; SECTION 26-99, M-1 LIGHT INDUSTRIAL DISTRICT; SUBSECTION (C), DEVELOPMENT STANDARDS; PARAGRAPH (7), PARKING/LOADING STANDARDS; SO AS TO ALLOW PARKING WITHIN THE REQUIRED SETBACKS.

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 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-99, M-1 Light Industrial District; Subsection (c), Development Standards; Paragraph (7), Parking/Loading Standards; is hereby amended to read as follows:

- (7) *Parking/loading standards:* Parking and loading facilities shall be provided as required by Section 26-173 and Section 26-174 of this chapter. ~~No parking lots shall be permitted within any required setback.~~

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 _____, 2012.

RICHLAND COUNTY COUNCIL

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

ATTEST THIS THE ____ DAY

OF _____, 2012

Michelle M. Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: April 24, 2012
First Reading: April 24, 2012
Second Reading: May 1, 2012 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (C), Standards; the requirement of a fence as this requirement is already addressed under the International Building Code **[THIRD READING] [PAGES 30-32]**

Notes

First Reading: April 24, 2012
Second Reading: May 1, 2012
Third Reading:
Public Hearing: April 24, 2012

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-12HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE VI, SUPPLEMENTAL USE STANDARDS; SECTION 26-151, PERMITTED USES WITH SPECIAL REQUIREMENTS; SUBSECTION (C), STANDARDS; PARAGRAPH (68), SWIMMING POOLS; SO AS TO DELETE REFERENCE TO THE REQUIREMENT OF A FENCE AS THIS REQUIREMENT IS ALREADY ADDRESSED UNDER THE INTERNATIONAL BUILDING CODE.

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 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c), Standards; Paragraph (68), Swimming Pools; is hereby amended to read as follows:

(68) *Swimming pools.*

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

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 _____, 2012.

RICHLAND COUNTY COUNCIL

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

ATTEST THIS THE _____ DAY

OF _____, 2012

Michelle M. Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: April 24, 2012
First Reading: April 24, 2012
Second Reading: May 1, 2012 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-177, Lighting Standards; Subsection (B), Standards; Paragraph (1), Requirements for All Zoning Categories and Applications; Subparagraph (H); so as to allow black poles **[THIRD READING] [PAGES 33-35]**

Notes

First Reading: April 24, 2012
Second Reading: May 1, 2012
Third Reading:
Public Hearing: April 24, 2012

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-12HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE VII, GENERAL DEVELOPMENT, SITE, AND PERFORMANCE STANDARDS; SECTION 26-177, LIGHTING STANDARDS; SUBSECTION (B), STANDARDS; PARAGRAPH (1), REQUIREMENTS FOR ALL ZONING CATEGORIES AND APPLICATIONS; SUBPARAGRAPH H.; SO AS TO ALLOW BLACK POLES.

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 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-177, Lighting Standards; Subsection (b), Standards; Paragraph (1), Requirements for All Zoning Categories and Applications; Subparagraph h.; is hereby amended to read as follows:

- h. All poles must be silver, ~~or grey, or black, or a similar color. Black or brown poles are prohibited; provided, however, n~~New poles proposed to be located within an approved development that is at least seventy-five percent (75%) developed may be of the same color as the majority of the existing poles. In addition, historic structures and/or historic sites may use ~~traditional~~ pole colors that are consistent with the era of the structure and/or site.

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 _____, 2012.

RICHLAND COUNTY COUNCIL

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

ATTEST THIS THE ____ DAY

OF _____, 2012

Michelle M. Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: April 24, 2012
First Reading: April 24, 2012
Second Reading: May 1, 2012 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$600,000 of General Fund Undesignated Fund Balance for Workers' Compensation claims [**SECOND READING**] [**PAGES 36-39**]

Notes

April 24, 2012 - The committee recommended that Council approve the request in the amount of \$600,000 to cover liability claims for the remainder of the fiscal year with funding to be appropriated from the fund balance of the general fund. The vote in favor was unanimous.

First Reading: May 1, 2012

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. __-12HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2011-2012 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$600,000 OF GENERAL FUND UNDESIGNATED FUND BALANCE FOR WORKERS' COMPENSATION CLAIMS.

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. That the amount of six hundred thousand (\$600,000) of undesignated general fund balance be appropriated for Workers' Compensation Claims. Therefore, the Fiscal Year 2011-2012 General Fund budget is hereby amended as follows:

GENERAL FUND

REVENUE

Revenue appropriated July 1, 2011 as amended:	\$ 142,092,698
Appropriation of General Fund undesignated fund balance	<u>600,000</u>
Total General Fund Revenue as Amended:	\$ 142,692,698

EXPENDITURES

Expenditures appropriated July 1, 2011 as amended:	\$ 142,092,698
Increase to Risk Management:	<u>600,000</u>
Total General Fund Expenditures as Amended:	\$ 142,692,698

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 _____, 2012.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

ATTEST THIS THE ____ DAY

OF _____, 2012

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

RICHLAND COUNTY GOVERNMENT
WORKERS COMP EXPENDITURES SUMMARY BY FUND
FOR THE LAST FIVE YEARS

FUND	6/30/2008	6/30/2009	6/30/2010	6/30/2011	3/31/2012
Total by FY	\$ 2,435,506	\$ 3,519,437	\$ 6,417,743	\$ 3,784,942	\$ 2,831,526

Richland County Council Request of Action

Subject

An Ordinance Authorizing certain economic incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina and McEntire Produce, Inc., a corporation organized and existing under the laws of the State of South Carolina, and certain affiliates of McEntire Produce, Inc., including R. C. McEntire Trucking, Inc., a corporation organized and existing under the laws of the State of South Carolina, and McEntire Limited Partnership, a limited partnership organized and existing under the laws of the State of South Carolina pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, for a project involving an investment of not less than \$5,000,000 **[SECOND READING] [PAGES 40-69]**

Notes

First Reading: May 1, 2012

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA)
)
RICHLAND COUNTY)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING CERTAIN ECONOMIC INCENTIVES, INCLUDING PAYMENT OF A FEE IN LIEU OF PROPERTY TAXES AND OTHER RELATED MATTERS, PURSUANT TO A FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND MCENTIRE PRODUCE, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA, AND CERTAIN AFFILIATES OF MCENTIRE PRODUCE, INC., INCLUDING R.C. MCENTIRE TRUCKING, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA, AND MCENTIRE LIMITED PARTNERSHIP, A LIMITED PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA PURSUANT TO TITLE 12, CHAPTER 44, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, FOR A PROJECT INVOLVING AN INVESTMENT OF NOT LESS THAN \$5,000,000.

WHEREAS, Richland County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution (the "Constitution"), the Code of Laws of South Carolina, 1976, as amended (the "Code"), and the case law of the courts of the State of South Carolina (the "State"), to offer and provide certain privileges, benefits, and incentives to prospective industries as inducements for economic development within the County; and,

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code (the "Act") to enter into certain agreements with any industry that constructs, operates, maintains, and improves certain properties (which constitute "projects" as defined in the Act and to accept any grants for such projects); and,

WHEREAS, through employment of the powers granted by the Act, the County will promote the economic and industrial development of the State and develop its trade by inducing manufacturing and commercial enterprises to locate and remain in the State and thus use and employ the manpower, agricultural products, and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally that provide for the exemption of such project from property taxes and provide for the payment of a fee in lieu of property taxes; and,

WHEREAS, McEntire Produce, Inc. a corporation organized and existing under the laws of the State, along with certain affiliates, including R.C. McEntire Trucking, Inc., a corporation organized and existing under the laws of the State, and McEntire Limited Partnership, a limited partnership organized and existing under the laws of the State (collectively, the "Company"), desire to expand their existing manufacturing facility located within the County, through expenditures for the, including but not limited to, expansion, construction and equipping of a manufacturing facility for the production of finished produce products and the distribution of such products and other lawful purposes (the "Project"), and has requested the County to commit to provide certain inducements to the Company;

WHEREAS, the Project involves an anticipated investment by the Company of at least \$5,000,000; and,

WHEREAS, the Project involves the possible creation of at least 47 new jobs in the County; and,

WHEREAS, the County, by proper corporate action committed to provide certain economic development incentives by proper resolution of the County Council setting forth the commitment to and the general terms of the Inducement Agreement (the “Inducement Agreement”) with the Company concerning the Project; and,

WHEREAS, in connection with the economic development incentives hereby authorized, the County and the Company are prepared to enter into a fee agreement as set forth in the Act (the “Fee Agreement”) pursuant to which the property comprising the Project will be exempted from property tax and the Company shall make certain payments to the County in lieu of property taxes (“FILOT Payments”), as committed to in the Inducement Agreement; and,

WHEREAS, the County has reviewed the Fee Agreement, the form of which is attached to this ordinance and incorporated herein, and determined that the same is appropriate in form and substance for execution by the County.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

Section 1. Findings and Determinations. It is hereby declared that the facts set forth in the recitals to this Ordinance are true and correct in all respects. It further is found, determined, and declared by the County Council, as follows:

- (a) the Project will constitute a “project” as defined in the Act, and the County’s actions with respect to the Project will subserve the purposes of and conform to the Act;
- (b) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;
- (c) the Project gives rise to no pecuniary liability of the County or incorporated municipality or results in a charge against its general credit or taxing power;
- (d) the purposes to be accomplished by the Project, including, without limitation, economic development, jobs creation, and expansion of the County’s tax base, are proper governmental and public purposes and the benefits of the Project are greater than the costs;
- (e) the County is expected to derive substantial direct economic benefits and numerous indirect benefits, such as indirect employment, indirect payroll income generated through direct, indirect, and induced income, and indirect investment (all as determined under generally accepted economic impact methodology);
- (f) the inducement of the Project within South Carolina by means of the economic development incentives authorized herein is of paramount importance;

(g) the Project will serve the purposes of the Act by promoting industrial development in the County and in the State; and

Section 2. Approval of Fee Agreement. The Fee Agreement is approved as follows:

(a) The form, terms, and provisions of the Fee Agreement presented to this meeting and filed with the Clerk are approved and all of the terms, provisions, and conditions of the Fee Agreement are incorporated by reference. The Chairman of the County Council and the Clerk are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name of the County. The Chairman and the Clerk are further authorized, empowered, and directed to cause the Fee Agreement to be delivered to the Company.

(b) The Fee Agreement to be executed on behalf of the County shall be in substantially the form now before the County Council, and shall include only changes that are approved by the County officials executing the Fee Agreement. The County officials shall consult the County's legal counsel with respect to any changes to the Fee Agreement. The execution of the Fee Agreement by County officials shall constitute conclusive evidence that they have approved all changes to or revisions of the Fee Agreement now before this meeting.

(c) If, under the Fee Agreement or the Act ,any future actions of the Company (including, without limitation, the supplementation of the Exhibits and/or any assignments of the Project) require the approval of the County, then such approval can be given on behalf of the County by the County officials executing the Fee Agreement or their successors in office upon adoption of an affirmative resolution of the County Council. The County officials shall consult the County's legal counsel with respect to such approval. The execution of a written approval by County officials shall constitute conclusive evidence that the County has approved the respective actions of the Company.

Section 3. Execution of Document. The Chairman, the County Administrator, the Clerk, and the County Attorney are each authorized and directed to do all things necessary to effect the execution and delivery of the Fee Agreement and the County's performance of its obligations under the Fee Agreement.

Section 4. Severability. The provisions of this Ordinance are declared to be separable. If any section, phrase, or provision shall be declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining sections, phrases, and provisions of the Ordinance shall remain valid.

Section 5. Repeal of Conflicting Ordinances. All orders, resolutions, and other ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. Ordinance Modification. This Ordinance shall not be amended, rescinded or modified except with the prior written consent of the Company.

Section 7. Effective Date of Ordinance. This Ordinance shall take effect immediately upon third reading of the County Council and shall supersede any inconsistent ordinances.

First Reading: May 1, 2012
Second Reading: May 15, 2012
Public Hearing: May 15, 2012
Third Reading: June 5, 2012

AND IT IS SO ORDAINED, ENACTED AND ORDERED.

Dated this ___ day of _____, 2012.

RICHLAND COUNTY COUNCIL

Kelvin E. Washington, Sr., Chairman

ATTEST

Michelle Onley, Clerk to Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

CERTIFIED COPY OF ORDINANCE

I, the undersigned, hereby certify that I am the duly appointed and acting Clerk to County Council of Richland County, South Carolina (the “County”), and as such official I further certify that attached hereto is a true and correct copy of Ordinance No. _____ authorizing the execution and delivery of a Fee Agreement by and between the County and McEntire Produce, Inc. and affiliates of McEntire Produce, Inc., including R.C. McEntire Trucking, Inc. and McEntire Limited Partnership, which Ordinance has been compared by me with the original thereof, and that such copy is a true, correct and complete copy thereof, and that such Ordinance has been duly adopted and has not been modified, amended or repealed and is in full force and effect on and as of the date hereof in the form attached hereto.

Witness my official signature and seal this ___ day of _____, 2012.

[Seal]

Michelle Onley, Clerk to County Council,
Richland County, South Carolina

McNair Draft #1
4/16/12

**FEE AGREEMENT
BY AND AMONG
RICHLAND COUNTY, SOUTH CAROLINA
AND
MCENTIRE PRODUCE, INC.,
R.C. MCENTIRE TRUCKING, INC.,
AND
MCENTIRE LIMITED PARTNERSHIP**

Effective as of _____, 2012

TABLE OF CONTENTS

**FEE AGREEMENT AMONG
MCENTIRE PRODUCE, INC.,
R.C. MCENTIRE TRUCKING, INC.,
AND
MCENTIRE LIMITED PARTNERSHIP
AND
RICHLAND COUNTY, SOUTH CAROLINA**

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**FEE AGREEMENT
BY AND AMONG**

RICHLAND COUNTY, SOUTH CAROLINA

AND

**MCENTIRE PRODUCE, INC.,
R.C. MCENTIRE TRUCKING, INC.,
AND
MCENTIRE LIMITED PARTNERSHIP**

THIS FEE AGREEMENT (the “Fee Agreement”) is made and entered into effective as of the Commencement Date (as defined hereinafter) by and among RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and MCENTIRE PRODUCE, INC., a corporation organized and existing under the laws of the State of South Carolina, and affiliates of MCENTIRE PRODUCE, INC., including, but not limited to, R.C. MCENTIRE TRUCKING, INC., a corporation organized and existing under the laws of the State of South Carolina, and MCENTIRE LIMITED PARTNERSHIP, a limited partnership organized and existing under the laws of the State of South Carolina (collectively, the “Company”). County and Company are sometimes jointly referred to in this Fee Agreement as the “parties”, or severally referred to as a “party”.

WITNESSETH:

WHEREAS, the Act, as defined herein, empowers the several counties of the State to enter into a fee agreement with an industry as an optional method of providing fee in lieu of property tax benefits for a project; and

WHEREAS, the County has committed to entering into this Fee Agreement by passage of a resolution dated March 6, 2012, and an ordinance dated June 5, 2012, and entering into an Inducement Agreement that summarize the fee in lieu of property tax provisions to be incorporated in a fee agreement between the Company and the County; and

WHEREAS, the Company desires to expand its existing manufacturing facility located within the County (the “Facility”), through expenditures for the, including but not limited to, expansion, construction and equipping of a manufacturing facility for the production of finished produce products and the distribution of such products and other lawful purposes (the “Project”), and has requested the County to commit to provide certain inducements to the Company by entering into this Fee Agreement; and

WHEREAS, subject always to the Act, the parties desire to define the terms under which the Project will qualify for fee in lieu of property tax treatment.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained and the mutual benefits to be derived by the parties, the receipt and

adequacy of which are acknowledged by the parties, the County and the Company agree as follows:

1. DEFINITIONS

1.1. *Specific Definitions*

In addition to the words and terms elsewhere defined in this Fee Agreement, the following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning or intent.

“*Act*” means the Fee in Lieu of Tax Simplification Act of 1997, S.C. Code § 12-44-10, *et seq.*, as amended.

“*Additional Payments*” shall have the meaning set forth in Section 4.3 of this Fee Agreement.

“*Administrative Expenses*” means the reasonable and necessary expenses incurred by the County in reviewing, implementing or amending this Fee Agreement and the Related Documents, including, without limitation, legal fees and expenses incurred by the County, but excluding the salaries and overhead of County personnel. Prior to an Event of Default, no expense shall be considered an Administrative Expense until the County has furnished to the Company a statement in writing indicating in reasonable detail the amount of such expense and the reason it has been or will be incurred. Expenses incurred in connection solely with a general taxpayer challenge to the validity of the Act shall not be deemed an Administrative Expense unless the Company requests the County to defend the suit on Company’s behalf.

“*Authorized Company Representative*” means any person or persons at the time authorized to act on behalf of the Company including, without limitation, the president, any vice president, the secretary, the treasurer, or any general partner of the Company.

“*Commencement Date*” means the last day of the property tax year during which the Project or a portion of the Project is placed in service, as defined in the Act, expected to be December 31, 2012, except that this date must not be later than the last day of the property tax year that which is three years from the year in which the Company and the County entered into this Fee Agreement.

“*Company*” means McEntire Produce, Inc., a corporation organized and existing under the laws of the State, R.C. McEntire Trucking, Inc. a corporation organized and existing under the laws of the State, and McEntire Limited Partnership a limited partnership organized and existing under the laws of the State as affiliates thereof, any surviving, resulting or transferee limited liability company, corporation, partnership or other business entity in any merger, consolidation or transfer of assets permitted under this Fee Agreement.

“*Completion Date*” means December 31, 2017, or such earlier date as may be specified by the Company pursuant to Section 3.2 hereof, or such later date, if any, that the County

approves in its discretion pursuant to the extension provisions of Section 12-44-30(13) or other applicable provisions of the Act.

“*Cost*” or “*Cost of the Project*” means the cost to the Company of acquiring the Project, by construction, purchase, or lease, and shall be deemed to include, whether incurred prior to or after the Commencement Date: (a) costs incurred for architects, engineers, designers, landscape architects, attorneys, estimators, and other Project consultants; (b) costs incurred for labor, materials and other expenses to contractors, builders and suppliers in connection with the acquisition, construction and installation of the Project; (c) Project financing costs, (d) the cost of contract bonds and insurance of all kinds that may be required or necessary during the course of acquisition, construction and installation of the Project; (e) the expenses of the Company for tests, borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefore, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction and installation of the Project; (f) other costs that the Company shall be required to pay under the terms of any contract or contracts for the acquisition, construction and installation of the Project; (g) costs incurred by the Company for the acquisition and insuring of any interest in the land upon which the Project is located; (h) costs incurred for the Project by third parties on behalf of the Company; and (i) any sums required to reimburse the Company for advances made by it for any of the above items, or for any other work done and costs incurred by the Company which are for the acquisition of property of a character subject to the allowance for depreciation provided for under Section 167 of the Internal Revenue Code of 1986, as amended, and included in the Project, all whether or not reimbursed by the County or by third parties, all as reflected on the Company’s property tax return Form PT-300, with all attachments and schedules thereto, as filed with the Department of Revenue.

“*County*” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

“*County Council*” means the governing body of the County and its successors.

“*County Reporting Requirements*” means those requirements as set forth on *Exhibit A* attached hereto and made a part hereof.

“*Department of Revenue*” means the South Carolina Department of Revenue or its successor agency.

“*Equipment*” means all equipment, machinery, furnishings, and other personal property of Company that are made part of the Project by placing it in service in the County during the Investment Period, and any other property described in *Exhibit C* attached hereto and made a part hereof, including all Replacement Property that is personal property of the Company.

“*Event of Default*” means any of those events set forth in Article 7 of this Fee Agreement.

“*Facility*” shall have the meaning set forth in the Recitals hereto.

“*Fair Market Value*” shall have the meaning set forth in Section 5.1(B) of this Fee Agreement.

“*Fee Agreement*” means this Fee Agreement as originally executed and from time to time supplemented or amended as permitted herein.

“*FILOT Payments*” shall have the meaning set forth in Section 5.1 of this Fee Agreement.

“*Inducement Agreement*” means the Inducement Agreement by and between the County and Company, executed by the County March 6, 2012, and by the Company _____.

“*Identification Resolution*” means the identification resolution passed by County Council on March 6, 2012, in which the County identified the Project and agreed to consider offering the economic development incentives provided for in this Fee Agreement.

“*Investment Period*” means the 5 year period beginning with the Commencement Date.

“*Ordinance*” means the ordinance of the County Council, dated June 5, 2012, that authorizes execution and delivery of this Fee Agreement and other applicable Related Documents by the County.

“*Project*” shall have the meaning set forth in the recitals hereof, as further defined herein, and shall specifically mean the Real Property and the Equipment.

“*Real Property*” means the real property, if any, made part of the Project during the Investment Period, including any leasehold improvements or other capital expenditures of the Company that qualify as economic development property under the Act, as more fully described in *Exhibit B* attached hereto, as from time to time supplemented by the Company, and all Replacement Property that is real property.

“*Related Documents*” means this Fee Agreement, the Ordinance, and any documents to which the County and/or the Company are parties that are reasonably required for the consummation of the transactions contemplated hereby or thereby.

“*Replacement Property*” means all property that is placed in service as a replacement for a portion of the Project, to the maximum extent permitted by the Act.

“*State*” means the State of South Carolina.

“*Term*” means the duration of this Fee Agreement.

1.2. References to Fee Agreement

The words “hereof,” “herein,” “hereunder” and other words of similar import refer to this Fee Agreement.

2. REPRESENTATIONS AND WARRANTIES

2.1. *Representations and Warranties by the County*

The County warrants that:

(A) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Fee Agreement and to carry out the County's obligations hereunder. Based on representations of the Company, the Project constitutes or will constitute a "project" within the meaning of the Act. By proper action by County Council, the County has been duly authorized to execute and deliver this Fee Agreement;

(B) Prior to the delivery of this Fee Agreement, the County has adopted the Identification Resolution and enacted the Ordinance;

(C) The execution and delivery of this Fee Agreement and compliance by the County with the terms and conditions thereof will not constitute a material breach of, or a material default under any existing law, regulation, decree, or order, or any material agreement, mortgage, lease or other instrument to which the County is subject or by which it is bound; and

(D) To the best of its knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal that would materially adversely affect the validity or enforceability of the Related Documents.

2.2. *Representations and Warranties by Company*

The Company represents and warrants that:

(A) McEntire Produce, Inc. and R.C. McEntire Trucking, Inc. are corporations organized and in good standing under the laws of the State and have power to enter into this Fee Agreement, and, by proper action, have been duly authorized to execute and deliver the Related Documents.

(B) McEntire Limited Partnership is a Limited Partnership formed under the laws of the State and pursuant to the McEntire Limited Partnership Agreement either of its General Partners is duly authorized to enter into this Fee Agreement on its behalf and to execute and deliver the Related Documents.

(C) The execution and delivery of this Fee Agreement and compliance by the Company with the terms and conditions hereof will not constitute a material breach of, or a material default under, (i) any existing law, regulation, decree, or order, or (ii) any material term, condition, or provision of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound; and will not result in the creation or imposition

of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company that would materially restrict the Company's ability to make any payments hereunder, other than as may be permitted by this Fee Agreement;

(D) No event has occurred and no condition exists with respect to the Company that would constitute an "Event of Default" as described in Section 7.1 hereof;

(E) The Company intends to operate the Project for the purposes permitted by this Fee Agreement or the Act or other purposes expressly agreed upon in writing by the parties;

(F) The execution of this Fee Agreement by the County and the Company has been instrumental in inducing the Company to expand its Facility in the County and in the State;

(G) To the best of its knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal that would materially and adversely affect the validity or enforceability of this Fee Agreement; and

(H) The Project constitutes or will constitute a "project" within the meaning of the Act.

(I) The Company shall comply with the County Reporting Requirements.

3. CONSTRUCTION, ACQUISITION, AND PURCHASE OF PROJECT

3.1. Construction and Acquisition of Project

The Company shall construct and acquire the Project and shall do all other things deemed necessary by the Company in connection with the Project. The Company shall identify in writing, to the extent required by the Department of Revenue, any portion of the Project placed in service that is not then already adequately described in this Fee Agreement or supplements thereto as a portion of the Project. The Company shall maintain such records in connection with the construction or acquisition of the Project as are reasonably necessary to (i) permit ready identification thereof and (ii) confirm the date(s) on which the Project or portions of the Project were placed in service.

3.2. Completion Date

The Completion Date(s) shall be evidenced to the County by a written statement by an Authorized Company Representative certifying the Completion Date and stating that, to the best of his knowledge and information, the acquisition or construction of the Project, or a phase thereof, has been completed and placed in service as of the stated Completion Date and shall state the total cost as of the Completion Date. The certificate of completion may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or which may subsequently come into being.

3.3. *Completion of the Project*

The Company shall cause the Project to be completed and shall pay or cause to be paid all of the Cost of the Project, provided that this shall not be deemed to preclude financing of some or all of the Cost of the Project on such terms as the Company shall determine.

3.4. *Amendments to Exhibits B and C*

The Company may supplement *Exhibit B* and *Exhibit C* from time to time provided that the supplements are consistent with the terms of this Fee Agreement and the Act and notice of such supplement is given to the County in accordance with the notice provisions of this Fee Agreement.

3.5. *Minimum Investment and Minimum Jobs Commitment*

Before the Completion Date, the Company will invest at least Five Million Dollars (\$5,000,000) in taxable property constituting part of the Project (the “Minimum Investment Threshold”) and hire at least 47 new employees at the Project (the “Minimum Jobs Threshold”).

3.6. *Licenses and Permits; Assistance in Obtaining*

To the extent permitted by law, and with the express understanding that no costs shall be borne by the County, the County will use its reasonable best efforts to expedite all building and construction permit applications and will use its reasonable best efforts to assist the Company in securing all other state, county and local construction, environmental and other permits, approvals and consents which may be necessary or desirable in connection with the Project on a timely basis.

If any application is made to a governmental or other agency by the Company or the County for any permit, license, or approval to do or to perform certain things reasonably necessary for the proper performance of this Fee Agreement, the Company and the County shall execute, upon the request of the other party, such applications as may reasonably be requested or required. Notwithstanding the foregoing sentence, the County may seek review and advice from its legal counsel, and may, if so advised by the County’s legal counsel, decline to execute any such application.

4. TERM, FEES AND ADDITIONAL PAYMENTS

4.1. *Term*

Subject to the provisions herein, this Fee Agreement shall be and remain in full force and effect for a term (the “Term”) commencing on the Commencement Date, and, unless earlier terminated in accordance with this Fee Agreement, ending at midnight on December 31 of the 20th year after the last year during which any portion of the Project is placed in service or the last FILOT Payment hereunder, whichever is later.

4.2. *FILOT Payments*

The Company shall pay to the County all amounts due and payable as FILOT Payments pursuant to Section 5.1 hereof. Unless otherwise expressly provided in the Act, returns for the FILOT Payments shall be filed and FILOT Payments shall be payable at the same time, and subject to the same penalty assessments, that *ad valorem* property tax returns and tax payments for the Project would otherwise be due and payable under applicable State law and regulations in the absence of this Fee Agreement.

4.3. *Additional Payments*

In addition to the Fee Payments and other amounts payable under Section 5.1, the Company shall pay, as “Additional Payments,” to or on behalf of the County any Administrative Expenses and any other amounts payable by the Company under this Agreement. Such Additional Payments shall be payable by the Company within 45 calendar days of receipt by the Company from the County of a statement in writing indicating in reasonable detail the amount of such Additional Payments and the reason they have been incurred. Fees and other expenses for review of the Related Documents by County’s outside counsel will not exceed \$7,500.

4.4. *Failure to Pay in a Timely Manner*

If the Company fails to make in a timely manner any of the payments required in this Article 4, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid, together with interest and penalties for which the Company is liable under applicable law thereon, along with Administrative Expenses, from the date the payment was due, at the rate per annum which is equal to the Wall Street Journal Prime Rate or, in the case of the FILOT Payments, an amount equal to any interest required by law for late payment of comparable *ad valorem* property taxes. In the event of any failure on the part of the Company to pay any such amounts, liabilities or obligations, the County shall have all rights, powers and remedies provided for herein, by law, equity or otherwise, including without limitation with respect to non-payment of FILOT Payments hereunder the imposition and enforcement of a lien against the Project for tax purposes, as provided in Section 12-44-90 of the Act.

5. FILOT PAYMENTS AND TAX CREDITS

5.1. *FILOT Payments; Calculation and Timing*

(A) The parties acknowledge that during the Term of this Fee Agreement, the Project is exempt from *ad valorem* property taxes. However, in lieu of *ad valorem* property taxes, the Company shall make 20 annual FILOT Payments for each portion of the Project placed in service each year during the Investment Period.

(B) The amount of FILOT Payments due and payable shall be that which would be due in *ad valorem* property taxes if the Project were subject to *ad valorem* property taxes, but using (i) an assessment ratio of seven (7%) percent, which shall be reduced to six (6%) percent if

an investment of Ten Million Dollars (\$10,000,000) is made (such rate to be effective for the property tax year and later years in which the aggregate amount of assets “placed in service” equals or exceeds Ten Million Dollars (\$10,000,000)) (ii) a millage rate of 413.6 mills (which millage rate shall remain applicable and fixed throughout the Term of this Fee Agreement), and (iii) a fair market value of the Project to be determined according to the Act (the “Fair Market Value”).

(C) Pursuant to Section 12-44-60 of the Act, the Company may elect to include Replacement Property as part of the Project to the maximum extent permitted by the Act.

(D) Any part of the Project subject to the fee payment may be disposed of, and the Fair Market Value of the Project used to calculate FILOT Payments shall be reduced by the Fair Market Value of the disposed property.

(E) If the Act, any portion of the Act, and/or the FILOT Payments are declared invalid or unenforceable, in whole or in part, for any reason, the Company and the County intend that this Fee Agreement be reformed so as to afford the Company with a benefit that is commensurate with the benefit provided under this Fee Agreement. If the Project is not eligible for FILOT Payments, the Company shall, as permitted by law, be entitled to receive (i) the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by South Carolina Constitution Article X, Section 3, and any other exemption allowed by law from time to time; (ii) all allowable depreciation, allowances and adjustments to Fair Market Value; and (iii) such other credits, abatements and exemptions from *ad valorem* taxes, as are allowed by law.

(F) If the Company does not meet the Minimum Investment Threshold and the Minimum Jobs Threshold as of the Completion Date, the Company prospectively loses the benefit of this Fee Agreement and the Project reverts to normal *ad valorem* taxation and the Company shall repay the County the full amount of the difference between the FILOT Payments and the amount of *ad valorem* property taxes that would have otherwise been due and payable by the Company if the Project were subject to *ad valorem* property taxes since the Commencement Date. The Company shall make any such repayment no later than 90 days after the Completion Date.

5.2. Tax Deductions, Credits and Exemptions

Unless otherwise precluded by the Act, applicable law or judicial decision, the Company shall be entitled to all applicable federal, state and local investment tax credits, exemptions, allowances and deductions for depreciation and diminution in value, and other similar tax relief provisions relating to the Project. At the request of the Company, the County shall do all things as are reasonably necessary or proper to confirm and receive those benefits, provided the Company shall pay the expenses incurred in that undertaking.

5.3. Abating FILOT Payments

If the Project is damaged or destroyed, the subject of condemnation proceedings, or otherwise adversely impacted by theft, casualty, or other cause, and the damage, destruction,

condemnation, or adverse impact reduces the Project's fair market value, the FILOT Payments shall be abated in the same manner as *ad valorem* property taxes would be abated if the Project were subject to *ad valorem* property taxes to the fullest extent allowed by the Act.

6. OTHER COVENANTS

6.1. *Use of Project*

The Company shall have the right during the Term of this Fee Agreement to use the Project, as a project, for any lawful purpose authorized by the Act. At the time of entering into this Fee Agreement, however, it is the intent of the Company to use the Project for the production of finished produce products and the distribution of such products

6.2. *Limitation of County's Liability*

Anything herein to the contrary notwithstanding, any obligation the County may incur hereunder, including an obligation for the payment of money, shall not be deemed to constitute a debt or general obligation of the County but shall be payable solely and exclusively from the revenues and receipts derived by the County from this Fee Agreement, and the Project gives rise to no pecuniary liability of the County or a charge against its general credit or taxing power.

6.3. *No Liability of County Personnel*

All covenants, agreements and obligations of the County contained herein shall be deemed to be covenants, agreements and obligations of the County and not of any member of the County Council or any officer, agent, servant or employee of the County in his individual capacity.

6.4. *Transfer of Project; Financing*

To the extent permitted by Section 12-44-120(A) of the Act, (a) an interest in this Fee Agreement and the Project, or (b) an equity interest or other interest in an entity with an interest in this Fee Agreement or the Project, or both, may be transferred to another entity at any time; provided that the Company shall not be released from its obligations without the County's prior written consent. Whenever consent of the County is required under the Act or this Fee Agreement for any of the foregoing transactions, such consent shall not be unreasonably withheld.

6.5. *Financing*

Financing, lending, security, sale-leaseback, assignments, leases, subleases, or similar arrangements are permitted in accordance with Sections 12-44-120(B) and (C) of the Act. The Company shall cause the County and the Department of Revenue to be notified of a financing-related transfer of the Fee Agreement or the Project within 60 days of such transfer. Such notice shall be in writing and shall include the identity of each transferee and any other information required by the Department of Revenue with any appropriate returns.

6.6. *Leasing of Project*

The Company may at any time lease or sublease the Project or portions of the Project on such terms as the Company may determine in its sole discretion, provided that such terms are not inconsistent with this Fee Agreement. No lease or sublease shall reduce any of the obligations of the Company hereunder unless expressly approved in writing by the County.

6.7. *Filing of Annual Report of Investment in Project*

The Company shall provide to the County a documents sufficient to meet the County Reporting Requirements as set forth on Exhibit A and a copy of the annual return submitted to the Department of Revenue or equivalent showing the investment of the Company in the Project (currently, Form PT-300S). The County shall accord this information the same degree of confidentiality as is required for the Department of Revenue. The Company shall also make all other filings required from time to time by Section 12-44-90 of the Act.

6.8. *Waiver of Statutorily Required Recapitulation*

Pursuant to Section 12-44-55(B) of the Act, the County and the Company and any Sponsors waive any and all compliance with any and all of the provisions, items, or requirements of Section 12-44-55.

6.9. *Indemnification*

(a) Company shall and agrees to indemnify and save the County, its County Council members, officers, employees or agents, present and future, and past County employees or agents who have worked on the Project and any documents or matters related to the Project (each, an “Indemnified Party”), harmless against and from all claims by or on behalf of any person, firm, or corporation arising from the conduct or management of, or from any work or thing done on the Project, and, Company further releases each Indemnified Party from and shall indemnify and save each Indemnified Party harmless against and from all claims arising from (i) any condition of the Project, (ii) any breach or default on the part of Company in the performance of any of its obligations under this Fee Agreement, (iii) any act of negligence of Company or any of its agents, contractors, servants, employees, or licensees, (iv) any act of negligence of any assignee or sublessee of Company, or of any agents, contractors, servants, employees, or licensees of any assignee or sublessee of Company, (v) any environmental violation, condition, or effect, or (vi) the administration by any Indemnified Party of this Fee Agreement or the performance by any Indemnified Party of the County’s obligations hereunder. Company shall indemnify and save each Indemnified Party harmless from and against all reasonable costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County or any other Indemnified Party, Company shall defend it in any such action, prosecution, or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that each Indemnified Party shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the performance of any act requested of it by the Company, or by reason of the operation of the Project by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if an Indemnified Party should incur any such pecuniary liability, then in such event the Company shall indemnify and hold that Indemnified Party harmless against all claims by or on behalf of any person, firm, or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding.

These indemnification covenants shall be considered included in and incorporated by reference in subsequent documents after the closing which the County is requested to sign, and any other indemnification covenants in any subsequent documents shall not be construed to reduce or limit the above indemnification covenants.

7. EVENTS OF DEFAULT AND REMEDIES

7.1. *Events of Default by Company*

Any one or more of the following events shall constitute an “Event of Default” by Company:

(A) if default shall occur in the due and punctual payment of any Additional Payments to the County, which default shall not have been cured within 30 days following receipt of written notice thereof from the County;

(B) if FILOT Payments, together with any interest or penalties thereon, shall not have been paid within the maximum time that would be permitted by law if the Project were subject to *ad valorem* property taxes;

(C) if the Company shall fail to perform or comply with any other terms of this Fee Agreement, other than those referred to in the foregoing Subsections (A) or (B), and such default shall (i) continue for 30 calendar days after the County has given the Company written notice of such default, or (ii) in the case of any such default that can be cured, but cannot be cured with due diligence within such 30 day period, if the Company shall fail to proceed promptly and with due diligence to cure the same within such additional period as may be necessary to complete the curing of the same;

(D) if the Company shall file a voluntary petition seeking an order for relief in bankruptcy; or shall be adjudicated insolvent; or shall file any petition or answer or commence a case seeking reorganization, composition, readjustment, liquidation or similar order for relief for itself under any present or future statute, law or regulation; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Company or of the

Project; or shall make any general assignment for the benefit of creditors; or shall admit in writing its inability to pay its debts generally as they become due;

(E) if a petition shall be filed or a case shall be commenced against the Company seeking an order for relief in bankruptcy or any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation, and shall remain undismissed or unstayed for an aggregate of 90 days (whether or not consecutive); or if any trustee, receiver or liquidator of the Company or of all or any substantial part of its properties or of the Project shall be appointed without the consent or acquiescence of the Company and such appointment shall remain unvacated or unstayed for an aggregate of ninety (90) days (whether or not consecutive); or

(F) if any material representation or warranty made by the Company herein proves untrue in any material and adverse respect as of the date of making the representation or warranty.

7.2. Remedies on Event of Default by Company

Upon the occurrence of any Event of Default, the County, may, at its option, take any one or more of the following actions: (i) terminate this Fee Agreement by 60 days notice in writing specifying the termination date; (ii) take whatever action at law or in equity as may appear necessary or desirable to collect the sums under Article 4 then due and thereafter to become due. In all events, if the Company fails to make Fee Payments due under Section 5.1, the County shall have the same enforcement, lien, and collection rights and remedies as it would have had for the non-payment of *ad valorem* taxes.

7.3. Default by County

Upon the failure of the County to perform any obligation it may have under this Fee Agreement or the Related Documents in a timely manner, or if no time for performance is specified, then within 60 days following written notice thereof from the Company to the County, the Company may pursue any remedy permitted by this Fee Agreement or available by law or in equity, including, but not limited to, specific performance or suit for *mandamus*.

8. MISCELLANEOUS

8.1. Rights and Remedies Cumulative

Each right, power and remedy of the County or of the Company provided for in this Fee Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Fee Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced, and the exercise by the County or by the Company of any one or more of the rights, powers or remedies provided for in this Fee Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers or remedies.

8.2. Successors and Assigns

The terms and provisions of this Fee Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.3. Notices; Demands; Requests

All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if (a) personally delivered by any entity which provides written evidence of such delivery, or (b) sent by United States first class mail, postage prepaid (in which event notice shall be deemed to occur 2 calendar days after the date postmarked), or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid (in which event notice shall be deemed to occur on the date on which delivery was accepted or rejected by the recipient). Notices, demands and requests shall be addressed as follows or to such other places as may be designated in writing by such party by proper notice to the other party.

(a) As to the County:

Richland County
P.O. Box 192
Columbia, South Carolina 29202
Attention: County Administrator
Telephone: (803) 576-2054
Facsimile: (803) 576-2137

With a Copy to:

Parker Poe Adams & Berstein LLP
1201 Main Street, Suite 1450
Columbia, South Carolina 29201
Attn: Ray E. Jones
Telephone: 803.255.8000
Facsimile: 803.255.8017

(b) As to the Company:

McEntire Produce, Inc.
PO Box 5817
Columbia, South Carolina 29250
Attention: Carter H. McEntire
Telephone: (803) 799-3388
Facsimile: (803) 254-3540

With a Copy to:

McNair Law Firm, P.A.
Post Office Box 1431
Charleston, South Carolina 29402
Attention: Rion D. Foley
Telephone: (843) 723-7831
Fax: (843) 722-3227

8.4. *Next Succeeding Business Day*

Unless otherwise expressly provided by applicable law, in any case in which the last date for action by or notice to a party falls on a Saturday, Sunday or date that is an official state or federal holiday in the place in which the address is located, then the action required or notice to be given may be made or given on the next succeeding business day with the same effect as if given as required by this Fee Agreement.

8.5. *Applicable Law; Entire Understanding*

Except as otherwise provided by the Home Rule Act, the Act, and other applicable law, this Fee Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

8.6. *Severability*

If any material provision of this Fee Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof unless the effect thereof would render enforcement of the remaining provisions unconscionable.

8.7. *Headings and Table of Contents; References*

The headings of the Fee Agreement and any Table of Contents or Index annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. Unless otherwise clearly indicated by the context, all references in this Fee Agreement to particular Articles, Sections or Subsections are references to the designated Articles, Sections or Subsections of this Fee Agreement.

8.8. *Multiple Counterparts*

This Fee Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

8.9. Amendments

This Fee Agreement may be amended only by a writing signed by all parties hereto.

8.10. Waiver

Any party hereunder may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

8.11. Non-Disclosure Of Company Information

The County, and County Council, acknowledges and understands that the Company utilizes confidential and proprietary “state-of-the-art” manufacturing processes and techniques and that any disclosure of any information relating to such processes and techniques and the economics thereof would result in substantial harm to the Company and could thereby have a significant detrimental impact on Company and its employees. Consequently, to the extent permitted by law, the County agrees to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the nature, description and type of the machinery, equipment, processes and techniques, and financial information relating thereto (“Confidential Information”), which may be obtained from the Company, its agents or representatives, except as may otherwise expressly be required by applicable law. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose such Confidential Information to any person or entity other than in accordance with the terms of the Fee Agreement and as required by law.

IN WITNESS WHEREOF, the parties have executed this Fee Agreement effective as of the Commencement Date.

RICHLAND COUNTY COUNCIL

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

(SEAL)

Attest this _____ day of
_____, 2012

Michelle Onley
Clerk of Council

[TO BE EXECUTED IN COUNTERPARTS]

WITNESSES:

MCENTIRE PRODUCE, INC.

By: _____
Name: Carter H. McEntire
Title: _____

WITNESSES:

R.C. MCENTIRE TRUCKING, INC.

By: _____
Name: Carter H. McEntire
Title: _____

WITNESSES:

MCENTIRE LIMITED PARTNERSHIP

By: MCENTIRE GP #2, LLC, ITS GENERAL PARTNER

By: _____
Name: Carter H. McEntire
Its: Sole Member

EXHIBIT A

COUNTY REPORTING REQUIREMENTS

I. Annually, throughout the length of the incentives, beginning with the property tax year in which the Fee Agreement takes effect, the Company shall submit, on or before January 31 of each year, to the Richland County Administrator's Office at the following address:

Richland County Administrator
Attn: Economic Development
Post Office Box 192
Columbia, South Carolina 29202

the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Cumulative ad valorem taxes (if any) and fee in lieu payments made in connection with the facility;
- d. Cumulative number of new jobs created to date as a result of the project;
- e. List of all employees for reporting year by residential zip code only;
- f. Community service involvement, including Zip Codes of assisted organizations, which shall include a description of the Company's financial and in-kind donations made to organizations in the County during the preceding year, as well as such other information as the Company desires to share regarding its community activities.

II. The Richland County Administrator, or the Administrator's designee, is entitled to require the submission of additional information regarding the project or any of the items in section I, above, from the Company, which the Company shall submit in no more than 30 days after notification of the request.

III. To the extent any of the above-referenced information is included in the Form PT-300S filed with the County, that Form shall be acceptable to the County for verification of the Company's compliance with the commitments made herein.

If the Company fails to provide any part of the information outlined in Items No. I and II, above, within 30 days of receipt of written request for the same from the County, then the Company shall return all incentives, or a dollar amount equal to the incentives, to the County. The Company is required to make any return or repayment to the County no more than 60 days after the date on which the Company should have provided the information outlined in Items No. I and II to the County.

EXHIBIT B
LEGAL DESCRIPTION OF REAL PROPERTY

None.

EXHIBIT C
DESCRIPTION OF PERSONAL PROPERTY

All trade fixtures, furnishings, equipment, machinery, facilities and other personal property owned by Company that are purchased and used in connection with the Project.

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$5,000 of General Fund Undesignated Fund Balance for International Legislative Delegation **[PAGES 70-72]**

Notes

First Reading: April 17, 2012
Second Reading: May 1, 2012
Third Reading:
Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. __-11HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2011-2012 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$5,000 OF GENERAL FUND UNDESIGNATED FUND BALANCE FOR INTERNATIONAL LEGISLATIVE DELEGATION.

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. That the amount of five thousand (\$5,000) of undesignated fund balance be appropriated for International Legislative Delegation. Therefore, the Fiscal Year 2011-2012 General Fund budget is hereby amended as follows:

GENERAL FUND

REVENUE

Revenue appropriated July 1, 2011 as amended:	\$ 142,092,698
Appropriation of General Fund undesignated fund balance	_____ 5,000
Total General Fund Revenue as Amended:	\$ 142,097,698

EXPENDITURES

Expenditures appropriated July 1, 2011 as amended:	\$ 142,092,698
Increase to Lump Sum Appropriations:	_____ 5,000
Total General Fund Expenditures as Amended:	\$ 142,097,698

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 _____, 2012.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

ATTEST THIS THE ____ DAY

OF _____, 2012

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

12-04MA
Richland County
GC to RM-MD (.64 Acres)
5225, 5229, 5235 & 5239 Ridgeway St.
09309-03-07(p)/08(p)/09(p)/10(p) **[PAGES 73-75]**

Notes

First Reading: April 24, 2012
Second Reading:
Third Reading:
First Public Hearing: March 27, 2012
Second Public Hearing: April 24, 2012

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-12HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR A PORTION OF EACH OF THE REAL PROPERTIES DESCRIBED AS TMS # 09309-03-07, 09309-03-08, 09309-03-09, and 09309-03-10 FROM GC (GENERAL COMMERCIAL DISTRICT) TO RM-MD (RESIDENTIAL, MULTI-FAMILY – MEDIUM DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as a portion of TMS # 09309-03-07, a portion of 09309-03-08, a portion of 09309-03-09, and a portion of 09309-03-10 from GC (General Commercial District) zoning to RM-MD (Residential, Multi-Family – Medium Density District) zoning, (all as described in Exhibit A, which is attached hereto).

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 _____, 2012.

RICHLAND COUNTY COUNCIL

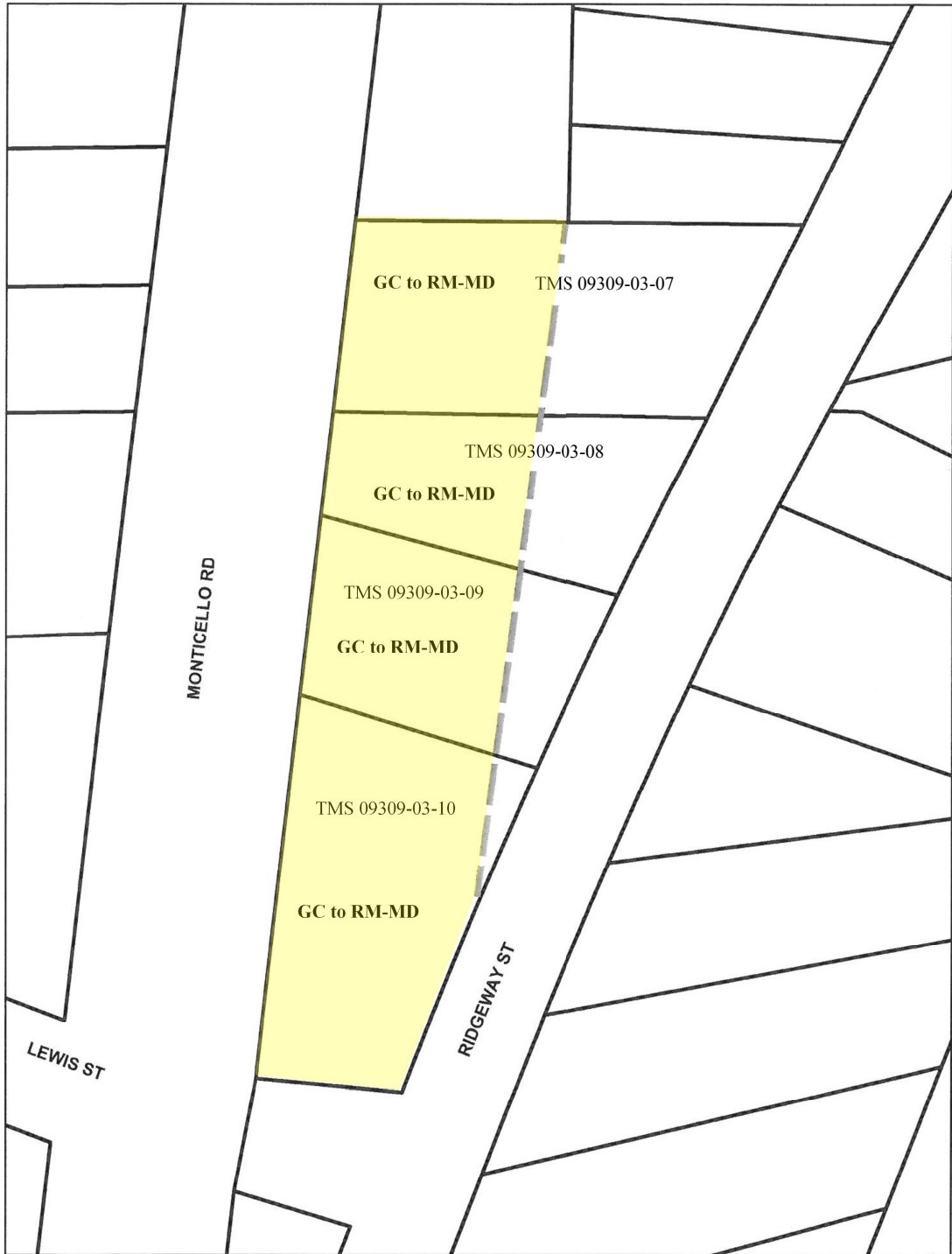
By: _____
Kelvin E. Washington, Sr., Chair

Attest this _____ day of _____, 2012.

Michelle M. Onley
Clerk of Council

First Public Hearing: March 27, 2012
Second Public Hearing: April 24, 2012
First Reading: April 24, 2012
Second Reading: May 1, 2012 (tentative)
Third Reading:

Exhibit A



Richland County Council Request of Action

Subject

- a. Add to Sec. 4.1 of Council Rules: "No standing committees of Council shall be scheduled at the same time." **[LIVINGSTON]**
- b. Many residents connected to City of Columbia Water are charged the same flat rate for sewer as those who have well water. Some families consist of 4 or more while others are only one person. This in itself will create a huge disparity in sewer use. In an effort to work toward a more fair pricing of utilities the following motion is being made: Determine per gallon usage rates for sewer in counties of comparable size to Richland County and then through liaison obtain water usage rates from Columbia in order to charge a more accurate sewer usage rate for those who have water meters. Those without meters will continue to pay a standard rate as determined by Richland County. **[MALINOWSKI]**
- c. Due to the continued misunderstanding between both staff of the County and City and some Council members from both sides, I move that all members of both the City and the County Councils meet to resolve the Fire Contract. (We can meet anywhere.) Reason: Staff members of both sides seem to be negotiating and adding things to the contract that both Councils did not agree to and only certain Council members are privy to. Taking one year to negotiate a contract and now seems to be running out of time is unacceptable. For this to drag out this long and each side blaming the other shows poor leadership. At the end of the day if we do not resolve this contract agreement, it will be the public who suffer. The public who we swear to protect. I made this motion some time ago and I am not sure what is happening. It is time for both Councils to meet and get it over with. Staff tried and now both Councils need to show leadership and get it done. **[JACKSON]**
- d. A Resolution to the Richland County Legislative Delegation to promote local governments' ability to locate community residential care facilities, group homes, boarding houses, halfway house and similar uses consistent with State and Federal Law and the interests and character of single-family residential districts **[KENNEDY] [PAGES 77-79]**
- e. I make a motion to rescind the action taken by this Council on May 1, 2012, which approved the solid waste collection contracts for service areas 2 and 6 as negotiated by County Administration and as presented in Executive Session. **[WASHINGTON]**

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

A RESOLUTION TO THE RICHLAND COUNTY LEGISLATIVE DELEGATION TO PROMOTE LOCAL GOVERNMENTS’ ABILITY TO LOCATE COMMUNITY RESIDENTIAL CARE FACILITIES, GROUP HOMES, BOARDING HOUSES, HALFWAY HOUSES AND SIMILAR USES CONSISTENT WITH STATE AND FEDERAL LAW AND THE INTERESTS AND CHARACTER OF SINGLE-FAMILY RESIDENTIAL DISTRICTS.

WHEREAS, Richland County affirms its commitment to the goals and principles of The Fair Housing Act (the FHA), which prohibits a broad range of practices that discriminate against individuals on the basis of race, color, religion, sex, national origin, familial status, and disability; and

WHEREAS, the FHA is not a land use or zoning statute and does not preempt local zoning laws, but instead prohibits local governmental entities from making zoning or land use decisions or implementing land use policies that exclude or discriminate against protected persons, including individuals with disabilities; and

WHEREAS, the disability discrimination provisions of the FHA do not extend to persons who claim to be disabled solely on the basis of having been adjudicated a juvenile delinquent, having a criminal record, or being a sex offender. Furthermore, the FHA does not protect persons who use illegal drugs, persons who have been convicted of the manufacture or sale of illegal drugs, or persons with or without disabilities who present a direct threat to the persons or property of others; and

WHEREAS, a “community residential care facility” pursuant to S.C. Code Ann. Section 44-7-130(6) is, “[A] facility which offers room and board and provides a degree of personal assistance for two or more persons eighteen years old or older”; and

WHEREAS, counties have a very limited and ineffective ability to object to the siting of a proposed residential care facility pursuant to S.C. Code Ann. Section 44-7-350, an no ability to object to the licensing of such facilities; and

WHEREAS, the overwhelming responsibility relative to the licensing, operation and regulation of community residential care facilities lies with SCDHEC in accordance with S.C. Code Ann. Section 44-7-140, which provides, “The department[(the South Carolina Department of Health and Environmental Control (SCDHEC) is designated as the sole state agency for control and administration of the granting of Certificates of Need and licensure of health facilities and other activities necessary to be carried out under this article; and

WHEREAS, Richland County Code of Ordinances section 26-22 defines a “Group Home” as “a residential home, provided by an agency, organization or individual, for mentally or physically handicapped persons and which is licensed by the State of South Carolina to provide such service”; and

WHEREAS, S.C. Code Ann. Subsection 6-29-770(A) provides, “Agencies, departments, and subdivisions of this State that use real property, as owner or tenant, in any county or municipality in this State are subject to the zoning ordinances,” and S.C. Code Ann. Subsection 6-29-770(E) provides, “The provisions of this section do not apply to a home serving nine or fewer mentally or physically handicapped persons provided the home provides care on a twenty-four hour basis and is approved or licensed by a state agency or department or under contract with the agency or department for that purpose”; and

WHEREAS, S.C. Code Ann. Subsections 6-29-770 further prescribes the licensing agency’s duties as follows, “(F) Prospective residents of these homes must be screened by the licensing agency to ensure that the placement is appropriate. (G) The licensing agency shall conduct reviews of these homes no less frequently than every six months for the purpose of promoting the rehabilitative purposes of the homes and their continued compatibility with their neighborhoods; and

WHEREAS, community residential care facilities, group homes, boarding houses, halfway houses and similar uses can create a fundamental change in the single-family character of the neighborhood and in certain circumstances may create more demand for on-street parking than would typically be associated in residential single-family neighborhoods; and

WHEREAS, determining whether a particular accommodation to a local government’s zoning or land use laws is reasonable depends upon, among other factors, whether the requested accommodation imposes an undue burden or expense on the local government and whether the proposed use creates a fundamental alteration in the zoning scheme; and

WHEREAS, the FHA does not generally affect the ability of local governments to regulate housing of this kind, as long as they do not discriminate against the residents on the basis of race, color, national origin, religion, sex, handicap or familial status; and

WHEREAS, Richland County opposes requested accommodations that would be likely to create a fundamental change in the single-family character of a neighborhood; and

WHEREAS, over-concentration of group homes or residential care facilities could adversely affect individuals with disabilities and would be inconsistent with the objective of integrating persons with disabilities into the community and in certain circumstances may create more demand for on-street parking than would typically be associated in residential single-family neighborhoods; and

WHEREAS, the FHA expressly allows "any reasonable local, State, or Federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling" if the maximums apply to everyone in a dwelling, generally for the purpose of avoiding overcrowding. 42 U.S.C. § 3607(b)(1). See also *City of Edmonds v. Oxford House, Inc.*, U.S. , 115 S.Ct. 1776, 131 L.Ed.2d 801 (1995), and courts even have permitted application of a dispersal requirement to prevent cluster of group homes in certain circumstances. *Familystyle of St. Paul v. City of St. Paul, Minn.*, 923 F.2d 91 (8th Cir. 1991);

NOW, THEREFORE, BE IT RESOLVED that the Richland County Council requests that the Richland County Legislative Delegation, in conjunction with the South Carolina General Assembly, pursue legislative measures designed to provide local governments with a greater role in locating community residential care facilities, group homes, boarding houses, halfway houses and similar uses consistent with state and federal law and the interests and character of single-family residential districts.

ADOPTED THIS ____ day of _____, 2012.

Kelvin Washington, Chair
Richland County Council

ATTEST this ____ day of _____, 2012

Michelle Onley
Clerk of Council

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda